Instr. # 9327757

9327757

DECLARATION OF RESTRICTIONS OF THE WATERSHED

THIS DECLARATION made this 10th day of June, 1993, by the Waterway Holdings, Inc., an Indiana Corporation (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, the Developer is the owner of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided (all of which are hereinafter referred to as the "Development") and

WHEREAS, the Developer is about to sell and convey the residential Lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the Lots and lands in the Development and the future owners thereof:

NOW, THEREFORE, The Developer hereby declares that all of the platted Lots and lands located within the Development (which shall be the real estate described in EXHIBIT A hereto) as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said Lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said Lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit "A", to exclude any real estate so shown from the Development, or to include additional real estate.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Watershed Development Control Committee, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer.

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This Instrument Recorded 6-10-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

B. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

C. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing, signed with respect to the Developer by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

D. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered Lot in the Development, unless it is otherwise designated by the Developer, is a residential Lot and shall be used exclusively for single-family residential purposes. No structures shall be erected, placed or permitted to remain upon any of said residential Lots except a single-family dwelling house and such outbuildings as are usually accessory to dwelling houses.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential Lots prior to the erection thereon of a single-family dwelling house, and in no event shall any such accessory outbuilding which may be constructed upon a residential Lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

D. Other Restrictions. All tracts of ground in the Development shall be subject to all easements, conditions, restrictions and limitations of record set forth in a.) A License Agreement recorded as Instrument No. 4863 in the Office of the Recorder of Hamilton County, Indiana; b.) A Release and Modification Agreement recorded as Instrument No. 4862, in the Office of the Recorder of Hamilton County, Indiana.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES, IMPROVEMENTS AND LANDSCAPING.

A. Dwelling Size and Use. All numbered Lots in the Development shall be used for residential purposes only. No business buildings shall be erected on said Lots and no business may be conducted on any part thereof, other than home occupations permitted in the Zoning Ordinance of the City of

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Noblesville, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential Lot herein other than one (1) detached single family dwelling not to exceed two and one half stories in height and residential accessory buildings. Any garage or accessory building erected shall be of a residential type of construction and shall conform to the general architecture and appearance of the residence. The minimum square footage of living space of dwellings constructed on all residential Lots shall be 1800 square feet for a single floor residence and 2,100 square feet for a two story or multi-story residence exclusive of porches, terraces, garages, carports, accessory buildings and basements.

B. Residential Set-Back Requirements.

(i) In General. Unless otherwise provided in these Restrictions or on the record plat of the Development, no dwelling house or above-grade structure shall be constructed or placed on any residential Lot in the Development except as provided herein.

(ii) Definitions. "Side line" means a lot boundary line that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

(iii) Front Yards. The front building set-back lines shall be set forth on the plat of the Development.

(iv) Cul De Sacs. If a lot abuts on a cul de sac, the front building set-back line shall be as shown on the plat of the lot.

(v) Side Yards. The side yard set-back lines shall be not less than

(vi) Rear Yards. The rear set-back line shall be at least twenty (20) feet from the rear property line.

C. Fences, Mailboxes and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or mailbox must be approved by the Committee as to size, location, height and composition before it may be installed. No chain link fences are permitted. A lot must have at least two (2) trees growing upon it in the front yard by the time that a house is completed on the lot.

D. Boulevard Tree Plantings. The owner of every home within the Development shall plant the required number and species of trees on the boulevard area of his lot per the approved landscape plan approved by the City of Noblesville, Indiana. It shall be the responsibility of each owner of a lot to maintain the required number of trees in a good and sightly condition at all time.

E. Exterior Construction. The finished exterior of every building constructed or placed on any Lot in the Development shall be of

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material other than vinyl, aluminum or T One Eleven Siding. No house shall have prefabricated metal flues that extend above the roof line. All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road.

F. Heating Plants and Garages. Every house in the Development must contain a heating plant and air conditioning installed in compliance with the required codes and capable of providing adequate heat and air conditioning for year-round human habitation of the house. Every house in the Development must have at least a two-car attached garage, and no house shall have more than a three-car garage without the express written approval of the Committee.

G. Dusk to Dawn Lights. Each Lot shall have a dusk to dawn light located in the front yard of the Lot. The type, design and location of such lights shall be determined by Committee.

H. Diligence in Construction. Every building whose construction or placement on any residential Lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

I. Prohibition of Used Structures. All structures constructed or placed on any numbered Lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

J. Maintenance of Lots and Improvements. The owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, such owner shall:

(i) Mow the Lot at such times as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Where applicable, prevent debris and foreign material from entering Morse Reservoir, or, when any such debris has entered Morse Reservoir from the Lot, remove the same immediately.

(vi) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

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(vii) Within sixty (60) days following completion of a house on a Lot, the owner shall landscape the Lot, weather permitting.

K. Developer's Right to Perform Certain Maintenance. In the event that the owner of any Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Developer shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefor to the Developer shall be collected pursuant to the lien laws of the State of Indiana. Neither the Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Powers of enforcement of such lien shall be under the same terms and conditions of enforcement of liens as set forth in Paragraph 8, sub-paragraph B under Use of the Reservoir, following.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisance. No outside toilets shall be permitted on any Lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter Morse Reservoir. No discharge from any floor drain shall be permitted to enter into Morse Reservoir. By purchase of a Lot, each owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Indianapolis Water Company, the Developer or the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorney's fees, shall become a charge or lien upon the Lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the Developer nor the Indianapolis Water Company, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building Lots shall be designed and constructed in accordance with the provisions and requirements of the City of Noblesville. No storm water (subsurface or surface) shall be discharged into any sanitary sewer.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be carried on any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any owner of another Lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any Lot or structures in the Development without the prior written approval of the Committee.

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C. Animals. No animals shall be kept or maintained on any Lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or Lot in the Development, unless the same shall be screened in such a manner that it is not visible to the occupants of the other Lots in the Development, the users of any street in the Development, or to persons upon Morse Reservoir. A determination of what constitutes adequate screening shall be the determination of the Committee and shall be illustrated on the plot plan showing improvements to be placed on the Lot.

E. Garbage and Other Refuse. No owner of a Lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his Lot except as may be permitted in Subparagraph G below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Satellite Dishes. No satellite dish or similar apparatus shall be placed or located on any Lot or the exterior of any home in the Development unless the same is obscured from view from the street, other lots in the Development and Morse Reservoir and is approved in writing by the Committee which shall establish standards for approval of such apparatus from time to time as technology changes.

G. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street or Lot within the Development at any time, except at the times when refuse collections are being made.

H. Model Homes. No owner of any Lot in the Development shall build or permit the building upon said Lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

I. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, storage building, garage or other outbuilding shall be placed or erected on any Lot nor shall any overnight camping be permitted on any Lot, except upon lands specifically designated by the Developer for camping purposes, and then only subject to such rules as may be adopted by the Developer for the use of camping areas.

J. Docks and Piers. No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than thirty-five (35) feet from the shore into Morse Reservoir and in no event shall any pier, dock or other structure be erected that does not conform to

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and

Land Description
(Pt. Deed Record 225, page 348 and
Pt. Deed Record 144, page 302)

Part of the West Half of the Southeast Quarter of Section 33, Township 18 North, Range 4 East, in Hamilton County, Indiana, described as follows:

Beginning at a P.K. nail at the southeast corner of said half-quarter; thence on an assumed bearing of South 89 degrees 57 minutes 23 seconds West along the south line thereof a distance of 322.50 feet to a P.K. nail; thence North 00 degrees 21 minutes 02 seconds West parallel with the east line of said half-quarter a distance of 689.65 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp"; thence North 65 degrees 16 minutes 24 seconds East a distance of 159.19 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp"; thence South 67 degrees 45 minutes 24 seconds East a distance of 192.25 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on the east line of said half-quarter; thence South 00 degrees 21 minutes 02 seconds East along said east line a distance of 142.97 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" lying distant 540.24 feet north of the southeast corner of said half-quarter; thence South 49 degrees 52 minutes 43 seconds West a distance of 356.55 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on a curve having a radius of 275.00 feet from which the radius point bears South 83 degrees 33 minutes 35 seconds West; thence southerly along said curve an arc distance of 29.23 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" which lies North 89 degrees 38 minutes 58 seconds East from said radius point; thence South 00 degrees 21 minutes 02 seconds East parallel with the east line of said half-quarter a distance of 241.52 to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" lying 40.00 feet north of the south line of said half-quarter; thence North 89 degrees 57 minutes 23 seconds East parallel with said south line a distance of 272.50 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr. Corp" on the east line of said half-quarter; thence South 00 degrees 21 minutes 02 seconds East along said east line a distance of 40.00 feet to the Point of Beginning. Containing 2.923 acres, more or less.

and

Land Description
(Deed Record 253, page 27)

Begin at the Southwest corner of the West Half of the Southeast Quarter of Section Thirty-three (33), Township Eighteen (18) North, Range Four (4) East and run thence East 150 feet; thence North parallel with the West line of said Quarter Section 580.8 feet; thence West 150 feet to an existing fence line; thence South 580.8 feet to the place of beginning, containing two (2) acres.

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the specifications established by the Committee, which are as follows:

(i) All docks must be floating and secured to avoid release by flood waters.

(ii) There shall be no covered boat docks without the specific written approval of the Development Control Committee.

(iii) All docks shall be white, gray or natural in color.

(iv) Anchoring devices must be hidden.

(v) Plans for the placement of all boat docks must be submitted to the Development Control Committee for approval before installation is commenced.

(vi) There shall be no individual launch sites or ramps constructed on any residential Lot.

(vii) Any boathouse constructed upon a Lot may not protrude into the Reservoir, but must be constructed and excavated back into the Lot. In addition to approval by the Development Control Committee such construction may require approval by the U.S. Army Corps of Engineers or other governmental body.

(viii) In all instances of the above recited installations such construction shall conform to the requirements of the Indiana Department of Natural Resources and the Indianapolis Water Company.

K. Beaches. No beach or sand fill in Morse Reservoir may be constructed on Morse Reservoir unless the plans and specifications for the beach or sand fill are submitted to and approved by the Committee and the U.S. Army Corps of Engineers. If approved, beaches shall be constructed of sand only, which shall not extend farther than 25 feet from the shoreline into Morse Reservoir. No spoil materials shall be placed or allowed to collect in Morse Reservoir which result from beach construction. Placement of materials to construct a beach may require a federal permit. If such a permit is required, it shall be the lot owner's responsibility to obtain such permit.

L. Ditches and Swales. It shall be the duty of every owner of every Lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection.

M. Utility Services. Utility services shall be installed underground in or adjacent to public rights-of-way to minimize removal of trees.

N. Seawall and Shoreline Protection. It shall be the responsibility of Lot owners of waterfront Lots in the Development who desire

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to construct seawalls or other types of shoreline protection on their Lots to obtain any and all permits, consents, licenses, and approvals which may be required by any federal and/or state governmental agency, department, commission, or body.

O. Wells and Septic Tanks. No water wells shall be drilled on any of the Lots nor shall any septic tanks be installed on any of the Lots in the Development without the approval of the Committee.

P. Prohibition of Antennas. No exposed radio, cable and television antennas and/or dishes shall be permitted on any Lot or the exterior of any home in the Development unless the same is obscured from view from the street, other lots in the Development and Morse Reservoir and is approved in writing by the Committee which shall establish standards for approval of such apparatus from time to time as technology changes.

Q. Sidewalks. The builder of a home on any lot in the Development shall be required to install a sidewalk on a subject lot in accordance with plans and specifications of the City of Noblesville. Should the builder of a home on a lot fail to install a sidewalk on said lot, then the owner of that lot shall be responsible for the installation of a sidewalk on his lot.

6. THE WATERSHED DEVELOPMENT CONTROL COMMITTEE.

A. Statement of Purposes and Powers. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these Restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) Generally. No dwelling, building structure, landscaping or improvement of any type or kind shall be constructed or placed on any Lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by three (3) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, together with landscaping, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require.

(ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

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(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(b) The design, building materials or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures;

(c) The proposed improvement, or any part hereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other owners.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

D. Piers, Boat Docks and Boathouses. When the Committee shall permit the construction or placing of a structure wholly or partly within Morse Reservoir, such permit shall constitute a license, and only a license, from the Indianapolis Water Company or its successors in title to Morse Reservoir, and said structures must have the prior approval of the Committee.

E. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

F. Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.

G. Continuation of Committee. At such time that the Developer sells all of the lots in the Development, it shall appoint three (3) owners of lots in the Development to continue the functions of the Committee with like powers.

7. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER. Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such owner shall desire to use two or more of

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said Lots as a site for a single-dwelling house, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single-dwelling house. This provision shall also apply with respect to any votes or assessments provided for in these restrictions as they apply to the owners of lots in the Development.

8. USE OF THE RESERVOIR.

A. All operation of boats upon Morse Reservoir is pursuant to a license that shall be exercised in accordance with the limitations made by the joint committee of The Shorewood Corporation and the Indianapolis Water Company made according to the procedures set out in the License Agreement recorded as Instrument No. 4863, in the Office of the Recorder of Hamilton County, Indiana. That Committee shall have the power to assess fines for the violation of any limitations on boat traffic on Morse Reservoir in accordance with the schedule of fines promulgated by it, and which shall become a charge upon the Lot owned by the person against whom the fine is assessed.

B. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot until paid in full, and shall also be a personal obligation of the owner or owners of that Lot. Such charge shall bear interest at the rate of ten percent (10%) per annum until paid in full. If, in the opinion of the Indianapolis Water Company, such charge has remained due and payable for an unreasonably long period of time, the Indianapolis Water Company may, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the Lot or Lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Indianapolis Water Company in collecting the same. Every owner of a Lot in the development and any person who may acquire any interest in such Lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a Lot in the development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Indianapolis Water Company all fines that shall be made pursuant to this Paragraph 8 of the Restrictions.

9. BLOCK A. Block A, as shown on the plat of the Development, is and shall be, a common area which shall provide access to five (5) boat docks to be installed by the Developer in Morse Reservoir. An undivided one fifth interest in Block A shall be conveyed by the Developer to the purchasers of Lots 1, 2, 3, 8 and 9 and the ownership of Block A shall run with the title to said lots and not be separately conveyable therefrom. It shall be the obligation of the above referenced lot owners to maintain Block A, and any pathways, stairways or other improvements located within Block A, in a safe,

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orderly and sightly condition at all times. In furtherance thereof, it shall be the obligation of each of the 5 owners of Block A to contribute an equal share of the maintenance costs of Block A and any improvements thereon. Where a majority of the 5 owners of Block A elect to maintain or expand monies to maintain Block A or any improvements thereon, and one or more of the owners of Block A shall fail to pay their allocable share of such maintenance, repair, or replacement costs, then the owners paying such costs may file a lien for the value of labor performed and materials furnished, as prescribed by the lien laws of the State of Indiana, against the lot and the owner or owners thereof, to recover the full assessment owed, together with interest from due date and reasonable attorney fees. The Developer shall also convey to the purchaser of Lots 1, 2, 3, 8 and 9, a bill of sale for the boat dock system to be installed by the Developer adjacent to Block A.

10. EXISTING STRUCTURE ON LOT 5. There is an existing structure located on Lot 5 which was formerly known as "The Watershed". Notwithstanding any provision in these Restrictions to the contrary, this structure shall be permitted to remain provided, however, that any improvements or additions to this structure shall be in compliance with these Restrictions.

11. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but the Developer shall not 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 any 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.

12. TITLES.

The titles preceding the various paragraphs and subparagraphs of these Restrictions are for 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. 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

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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.

13. 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, 2032, 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 at least seven of the nine numbered Lots in the Development, or Indianapolis Water Company with regard to its Morse Reservoir.

14. 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.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 10th day of June, 1993.

WATERWAY HOLDINS, INC.

BY _____
Kenneth W. Giffin, President

SEAL
ATTEST:

_____
Joseph Jordan, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth N. Giffin and Joseph Jordan, the President and Secretary,

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respectively, of Waterway Holdings,Inc., who, for and on behalf of said Corporation, acknowledged the execution of the foregoing Declaration of Restrictions of The Watershed.

Subscribed and sworn to before me this 10th day of June, 1993.

Jane E Ryan
Notary Public
Printed: JANE E RYAN

My Commission Expires 4-17-94

My County of Residence is Marion

This instrument was prepared by Hayes T. O'Brien, attorney at law, 109 Wesley Circle, Noblesville, Indiana 46060

RECEIVED FOR RECORD
93 JUN 10 AM 11:41
SHARON K. CHERRY RECORDER HAMILTON CO. IN

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PIC Job #92437-40000
May 28, 1993

WATERSHED SUBDIVISION
LAND DESCRIPTION

Part of the Southwest Quarter of Section 14, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing the Northwest corner of the said Southwest Quarter Section; thence South 89 degrees 48 minutes 22 seconds East along the North line of the said Quarter Section 1325.88 feet; thence North 00 degrees 11 minutes 38 seconds East 13.72 feet to a point on the center line of Carrigan Road, as located and per Dedication of Highway Right of Way as recorded May 3, 1979 as Instrument #5304 in Book 311, page 807 in the Office of the Recorder of Hamilton County, said point being the beginning of a curve having a radius of 636.62 feet, the radius point of which bears South 00 degrees 08 minutes 08 seconds West (the next three courses are along the center line of said Carrigan Road); (1) thence Southeasterly along said curve 827.78 feet to a point which bears North 74 degrees 38 minutes 08 seconds East from the said radius point; (2) thence South 14 degrees 21 minutes 52 seconds East 224.33 feet to a curve having a radius of 954.93 feet, the radius point of which bears North 74 degrees 38 minutes 08 seconds East; (3) thence Southeasterly along said curve 827.28 feet to a point which bears South 25 degrees 00 minutes 00 seconds West from the said radius point; thence South 25 degrees 00 minutes 00 seconds West 243.05 feet to a curve having a radius of 250.00 feet, the radius point of which bears North 65 degrees 00 minutes 00 seconds West; thence Southwesterly along the said curve 245.16 feet to a point which bears South 08 degrees 48 minutes 48 seconds East from the said radius point; thence South 00 degrees 00 minutes 00 seconds 25.27 feet to the Place of Beginning, said place of beginning lies on a curve having a radius of 275.00 feet and bears South 08 degrees 00 minutes 25 seconds East of the radius point; thence continue South 00 degrees 00 minutes 00 seconds 401.15 feet; thence South 45 degrees 00 minutes 00 seconds West 120 feet, more or less, to the shore line of Morse Reservoir, as said shore line would have been established December 30, 1980, plus accretion and minus erosion (with the water level thereof at an elevation of 810.0 feet above mean sea level); thence Westerly and Northerly along the meandering shore line to the intersection with a line which bears South 20 degrees 00 minute 00 seconds East from a Point "A", which point bears North 71 degrees 38 minutes 38 seconds West 246.76 feet from the said beginning point and which point is also the Northwest corner of land described in a Warranty Deed recorded March 6, 1980 as Instrument #7043 in Book 319, page 383 in the said Recorder's Office; thence leaving said shore line and bearing North 20 degrees 00 minutes 00 seconds East 283 feet, more or less, to said Point "A", thence South 60 degrees 00 minutes 00 seconds East 24.97 feet to a curve to the left having a radius of 275.00 feet, the radius point of which bears North 40 degrees 00 minutes 00 seconds East; thence Southeasterly along said curve 230.42 feet to the Place of Beginning, containing 3.3 acres, more or less.

Exhibit "A"

First American Title Insurance Company

This Instrument Recorded 6-10-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WATERSIDE AT NORTHLAKE

THIS DECLARATION made this 9th day of August, 1993, by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Developer"),

WITNESSETH:

WHEREAS, Developer is the purchaser and owner of all of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided for development of Waterside at Northlake, a single family housing development in Hamilton County, Indiana (the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Hamilton County, Indiana (the "Plats"); and

WHEREAS, Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges contained herein and as set forth in the Plats (the "Declaration" or "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof:

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to the Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege to exclude any real estate from the Development, or to include additional real estate in the Development including real estate adjacent to the Development.

1. Definitions. The following are the definitions of the terms as they are used in this Declaration:

A. "Assessment" shall mean the share of the Common Expenses imposed on each Lot or other special assessments, as determined and levied pursuant to the provisions of paragraph 5 hereof.

First American Title Insurance Company

This Instrument Recorded 8-16-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

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B. "Association" shall mean the Waterside at Northlake Homeowners' Association, Inc., an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporation Act of 1991, as amended.

C. "Board" shall mean the Board of Directors of the Association.

D. "Committee" shall mean the Development Control Committee, composed of three (3) members of the Association appointed by the Board. The members of the Committee shall serve for one (1) year terms, but are subject to removal by the Board at any time with or without cause. Any vacancies on the Committee from time to time existing shall be filled by appointment by the Board. Notwithstanding anything herein to the contrary, Developer shall have the powers and authority of the Committee during the Development Period.

E. "Common Area(s)" shall mean those areas and all improvements located thereon set aside for recreation and sports areas, streets within the Development, theme structures or landscaped areas or mounds at street entrances, private storm drain system, private sanitary sewer system, lights, park areas, street landscaping, the Lakes, as defined herein, the shoreline area of the Lakes as shown on the Plats and any other areas so designated on the Plats.

F. "Common Expenses" shall mean the actual and estimated cost to the Association of its proportionate share of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association.

G. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot as defined herein.

H. "Lake" or "Lakes" shall mean and refer to the water detention pond(s) or lake(s) and common area portion of the shoreline area as shown on the Plats which serves or shall serve as part of the storm and surface water drainage system serving the Development, as such are or in the future shall be more particularly described on the Plats.

I. "Limited Common Area" may appear upon the Plats designated by block letter and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop may further have a landscaped island as may be shown on the Plats therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public street. Such maintenance

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and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

J. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by one of the Plats.

K. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.

L. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. Organization and Duties of Association

A. Organization of Association. The Association shall be organized as a nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Developer, and the Code of By-Laws of the Association. The membership of the Association shall consist of one class of voting members, with each Member having equal voting rights. In the event that any one Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, they shall be treated collectively as one Member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot. Notwithstanding anything herein to the contrary, during the Development Period, all actions of the Association shall require the prior written approval of the Developer.

B. General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement, of the Common Areas, the determination of Common Expenses, and the collection of annual and special Assessments. The Association shall also have the right, but not the obligation to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Plats. Neither the Association nor its officers or

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authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

C. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, in accordance with paragraph 10 of this Declaration.

D. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association may, but need not, maintain in force adequate officers and directors insurance covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Developer, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years' assessment on all Lots in the Development, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

E. Condemnation, Destruction. In the event that any of the Common Areas shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests

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of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Areas condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Areas or turned over to the Owners in proportion to their Pro-rata Shares (as hereinafter defined), whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Areas.

F. Transfer of Control of the Association. Developer shall transfer control of the Association (subject to its rights under Section 2.A. hereof) as soon as is practical upon the transfer of a number of Lots equal to eighty percent (80%) of the Lots in the Development; provided, however, that Developer may transfer control of the Association at an earlier date in its sole discretion.

G. Interim Advisory Committee. Until such time as Developer shall transfer control of the Association pursuant to paragraph 2.F. hereof, there shall exist an Interim Advisory Committee (the "Committee"). The Committee shall serve as a liaison between the Owners (other than the Developer) and the Association, and advise the Association from time to time during such period. The Committee shall consist of three (3) members, each of whom must be an Owner (other than Developer, or an officer, director or employee of Developer). The members of the Committee shall serve without compensation. The Committee shall be elected for a term of one (1) year by the Owners (other than Developer) at a meeting thereof called for such purpose. The Owners (other than Developer) may remove any member of the Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.

H. Mortgagees' Rights. Any mortgagees of any Owners shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Common Areas and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, and mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. In addition, neither the Owners nor the Association shall materially impair the right of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate.

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3. Powers of Committee.

A. In General. No dwelling, building structure, fencing, exterior painting (excluding repainting in the same color) or exterior improvement of any type or kind (excluding landscaping) shall be constructed or placed on any Lot without the prior written approval of the Committee. Such approval shall be obtained only after written application requesting authorization has been made to the Committee by the Owner of the Lot. Such written application shall be in the manner and form prescribed from time to time by the Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the Lot and the location of the improvements proposed to be constructed or placed upon the Lot, each properly and clearly designated. The Committee may also require that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. Chain link fences must have a black or brown factory finish. Wood fences shall be painted or stained in a color compatible with the residence. Notwithstanding anything herein to the contrary, approval of the Committee will not be required for improvements, fencing or structures placed on a Lot by the Developer.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these Restrictions;

(2) The design, proposed material or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures, including trim, siding, roof and brick colors, or with the Development in general;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any other Owners.

C. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been received. A copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons therefor. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of

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obtaining an Improvement Location Permit, or similar permit, from the Permits Section of the Department of Metropolitan Development, or other applicable governmental authority, if such are required.

D. Liability of Committee. Neither the Committee nor any agent or member thereof, nor Developer during the Development Period or thereafter, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

E. Inspection. The Committee or its designated agent may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

F. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same Owner, and such Owner shall desire to use two or more of said Lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single dwelling shall be treated as a single Lot for the purpose of determining the Assessment and for applying these Restrictions to said Lots, so long as such Lots remain improved with one single dwelling.

4. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Owner, the Association, or any applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but Developer or the Association shall not be liable for damages of any kind to any person for failing either to 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.

5. Covenants for Maintenance Assessments

A. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Development and promoting the health, safety, and welfare of the Owners, users, and occupants of the Development and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not

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be responsible for the replacement, repair or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner (except the Developer) hereby covenants and agrees to pay to the Association:

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

The Developer hereby covenants and agrees to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.A and the aggregate amount of the annual Assessments collected by the Association.

B. Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot other than Lots owned by the Developer and shall constitute a lien from and after the due date thereof in favor of the Association upon each such Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each such Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

C. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this paragraph 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Development ("Pro-rata Share"), except, as provided in Paragraph 3F herein.

D. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association.

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E. Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments.

F. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. At the election of the Developer, the annual Assessments of each Lot in each section of the Development shall commence on the first day of the second month following the month in which Developer first conveys ownership of any Lot in such section to an Owner. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

G. Duties of the Association.

(i) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed or delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.

(ii) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the

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Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-laws or this Declaration which is not cured within sixty (60) days.

H. Non-payment of Assessments; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot, and shall be collected in the same manner as the Assessments described in paragraph ii hereof; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at an annual rate which is two times the rate in effect for ninety-day U.S. Treasury Bills at the time such Assessment is due, but in no event greater than the maximum rate allowable under any applicable usury laws, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for

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such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

6. 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 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 new Owner acknowledges the rights and powers of 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 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.

7. Control of the Lakes and Common Areas.

A. Control by the Board. The Board shall regulate the Lakes and Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Lakes and Common Areas.

B. Conditions. No improvements, excavation, changes in grade or other work shall be done upon the Lakes or Common Areas by any Owner, nor shall the Lakes or Common Areas be changed by any Owner from its natural or improved existing state, without the prior written approval of the Board.

8. Restrictions, Covenants and Regulations.

A. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots, the Lakes, and the Common Areas shall be in addition to any other covenants or restrictions contained herein or in the Plats and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

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(a) No one other than Owners who are Members in good standing with the Association, or such an Owner's occupant, tenants, guests or invitees, may use the Lakes or the Common Areas.

(b) No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Lakes or the Common Areas.

(c) All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or the Properties or other persons entitled to use the same and to use and enjoy the Lakes and the Common Areas, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Lakes and the Common Areas.

(d) No Owner shall be allowed to plant trees, landscape or do any gardening in any part of the Lakes or the Common Areas, except with express permission from the Board.

(e) The Lakes and the Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lakes are and will be an integral part of the storm water drainage system serving the Development, and are intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice skating or other recreational activity shall be permitted in or on the Lakes. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lakes, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shoreline area of the Lakes by an Owner, his occupants, his invited guests and family, shall be permitted subject to rules determined by the Association and obeyance and compliance with all applicable fishing and game laws, ordinances, rules and regulations. No Owner or other person shall take or remove any water from or out of the Lakes, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No piers, docks, retaining walls,

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rafts or other improvements shall be built, constructed or located on any Lot or on the Properties, except by Developer and/or the Association, which extend into, or to within twenty-five (25) feet from the shoreline of the Lakes.

B. Non-applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in subparagraph A of this paragraph 8 shall not apply to or be binding upon the Association in its management, administration, operation, maintenance, repair, replacement and upkeep of the Lakes and Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Lakes and Common Areas.

9. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date this Declaration is recorded and expiring December 31, 2018, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by Owners in accordance with paragraph 10 hereof.

10. Amendment of Declaration.

A. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws of the Association.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided, however, that during the Development Period, any amendment to this Declaration shall require the prior written approval of Developer. In the event any Lot is subject to a first mortgage, the mortgagee thereunder shall be notified of the meeting and the proposed amendment

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in the same manner as an Owner if the mortgagee has given prior written notice of its mortgage interest to the Association.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes the applicable share of an Owner's liability for assessments, or the method of determining the same, without, in each and any of such circumstances, the unanimous approval of all Owners and all mortgagees whose mortgage interests have been made known to the Association.

(vi) Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

B. Amendments by Developer Alone. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting alone, and without the consent or approval of any other of the Owners, the Association, the Board of Directors, any mortgagees or any other person, except as provided below, to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to annex additional real estate to the Development, or (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by, and granted by each Owner to the Developer to vote in favor of, make, or consent to any amendments described in this subparagraph B on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record any such amendments. The right of the Developer to act pursuant to rights reserved or granted under this subparagraph B shall terminate upon the completion of the Development Period.

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11. HUD/VA Approval. During the Development Period, the following actions will require the prior approval of the Department of Housing and Urban Development or the Department of Veterans Affairs: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

12. 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.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions for Waterside at Northlake to be executed this 9th day of August, 1993.

C. P. MORGAN COMMUNITIES, L.P.
By: C. P. MORGAN INVESTMENT CO., INC., an Indiana corporation, its general partner

By: Mark W. Boyce
Mark W. Boyce, Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, Vice-President of C. P. Morgan Investment Co., Inc., the general partner of C. P. Morgan Communities, L.P., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for Waterside at Northlake on behalf of such partnership, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 9 day of August, 1993.

NOTARY PUBLIC SEAL INDIANA

Donna H. Guyton
(DONNA H. GUYTON) Notary Public

My Commission Expires: 12/4/96

My County of Residence is: HAMILTON

This Instrument was prepared by Lewis B. Willis, Jr., Attorney at Law.

c:0613.lew

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EXHIBIT "A"

Certificate of Survey

I, the undersigned do hereby certify that this is a true and correct print of a survey performed under my supervision on the following described real estate:

Part of the North Half of the Northwest Quarter of Section 32, Township 19 North, Range 3 East in Noblesville Township, Hamilton County, Indiana, and being more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section 32, Township 19 North, Range 3 East; thence South 00 degrees 02 minutes 19 seconds East (assumed bearing) on the West line of said Northwest Quarter 411.70 feet; thence North 89 degrees 57 minutes 41 seconds East 674.98 feet; thence South 00 degrees 02 minutes 19 seconds East parallel with said West line 387.47 feet to a point which is 548.98 feet North 00 degrees 02 minutes 19 seconds West of the South line of the North Half of said Northwest Quarter' said point being also on a curve, the radius point of which lies 482.00 feet North 00 degrees 02 minutes 19 seconds West from said point; thence Northeasterly curving to the left on said curve an arc distance of 428.96 feet to the point of curvature of a curve to the right having a radius of 218.00 feet' the radius point of which bears South 48 degrees 09 minutes 59 seconds East from the radius point of the last described curve; thence Northeasterly curving to the right on said curve an arc distance of 128.93 feet; thence South 89 degrees 38 minutes 41 seconds East 204.15 feet to the centerline of Indiana State Road No. 37 per I.S.H.C. plans for "F" Project No. 8804(3); thence North 00 degrees 21 minutes 19 seconds East on said centerline 409.46 feet (deed) 460.61 feet (measured) to the North line of said Northwest Quarter; thence South 89 degrees 56 minutes 58 seconds West on said North line 1429.88 feet to the place of beginning, containing 16.611 acres, more or less.

I further certify that points were set as indicated on the within plat and that this survey correctly shows the location of the improvements on the premises, any easements, highways and rights-of-way of which the undersigned has been advised, and all encroachments, if any, across the established survey lines.

Subject real estate does not lie within a Special Flood Hazard Zone 'A' as delineated on FIRM Community Panel No. 180082 0015 E, Federal Emergency Management Agency, National Flood Insurance Program..

Donn M. Scotten
Registered Land Surveyor
Indiana No. S0510

DONN M. SCOTTEN
No. S0510
STATE OF INDIANA
LAND SURVEYOR

This Instrument Recorded 8-16-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

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PLATS, COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, as Owner of the within described real estate, (Exhibit "A") do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat, the within plat shall be known and designated as Waterside at Northlake, a subdivision in Hamilton County, Indiana.

Residential Uses:
All lots in this subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof other than the home occupations permitted in the Zoning Ordinance of The City of Noblesville, Indiana. No accessory outbuilding, garage, tool shed, storage building or any other attached or detached building erected or used as an accessory building to a residence shall be erected without the prior approval of the developer or the Association as the case may be. Any such structure shall be of a permanent type of construction and shall conform to the general architectural and appearance of such residence. No trailer, shack, tent, boat, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

This Instrument Recorded 9-10-1993
Sharon K. Cleary, Recorder, Hamilton County, IN

Building Location:
No building or structure shall be located on any lot nearer to the front lot line or nearer to the side street lot line (corner lots) than the minimum building setback lines as shown on the within plat.

Drainage, Utility and Sewer Easements:
There are strips of ground as shown on the within plat marked "D.U. & S.E." (Drainage Utility and Sewer Easement) which are reserved for the non-exclusive use of public utility companies, including cable television companies, but not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drainage, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips except for fences, patios, decks, driveways and walkways. The owners of such lots in this addition, however, shall take their title subject to the non-exclusive rights of the public utilities and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

There shall be ten (10) foot minimum drainage, utility and sewer easement on the front of each lot unless otherwise noted (said 10' D.U. & S.E applies to both frontages on corner lots).

Drainage Easements:
There are areas of ground on the plat marked "Drainage Easements". The Drainage Easements are hereby created and reserved: (I) for the use of developer during the "development period", as such term is defined in the declaration of covenants, conditions and restrictions for Waterside at Northlake ("declaration"), for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and (II) for the non-exclusive use of the association (as defined in the declaration), the Department of Public Works or any other applicable governmental authority for access to and maintenance, repair and replacement of such drainage system and common areas; provided, however,

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the owner of any lot in the subdivision subject to a drainage easement shall be repaired to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the drainage easement areas on the plat shall not be deemed a limitation on the right of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to by this paragraph. No permanent or other structures shall be erected or maintained on said drainage easements except for fences, patios, decks, driveways and walkways. The owners of such lots in this subdivision, however, shall take their title subject to the non-exclusive rights of the Department of Public Works and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Developer's Right to Perform Certain Maintenance:
In the event that any Owner of a lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, 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, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvement situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said Real Estate for the expense thereof. Neither the Developer, nor any of its agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the completion of the development period, the Association shall succeed to the rights of the Developer.

Common Area:
There are areas of ground on the plat marked "Common Area". The common areas are hereby created and reserved:

I. Solely for the common visual and aesthetic enjoyment of the owners.

II. For the use by developer during the development period for the installation of retention and detention ponds or lakes, entryways, sidewalks; and

III. For the use as retention and detention ponds or lakes, entryways, sidewalks and playgrounds; and

IV. For the ownership and use of the association for the management and control of retention and detention ponds or lakes, entryways, sidewalks and playgrounds, and the installation, maintenance and repair of improvement thereto.

Sight Distance At Intersections:
No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 12 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting points 40 feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersections of a street right-of-way line with the edge of the driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

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the owner of any lot in the subdivision subject to a drainage easement shall be required to [illegible] of said drainage easement on his lot that obstructions across the surface water drainage will be unimpeded. The dedication of the drainage easement [illegible] shall not be deemed a limitation on the right of any entity for whose use any easement is created and reserved to go on any lot subject to such easement or to the extent reasonably necessary for the exercise of the rights granted to by this paragraph. No permanent or other structures shall be erected or maintained on said drainage easements except for fences, patios, decks, driveways and walkways. The owners of such lots in this subdivision, however, shall take their title subject to the non-exclusive rights of the Department of Public Works and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Developer's Right to Perform Certain Maintenance:
In the event that any Owner of a lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, 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, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvement situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said Real Estate for the expense thereof. Neither the Developer, nor any of its agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the completion of the development period, the Association shall succeed to the rights of the Developer.

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Storage Sheds and Mini-barns:
No detached storage shed or mini-barn shall be installed or permitted in this subdivision.

Mailboxes:
The mailboxes initially installed by the developer include and newspaper holder/box. No additional newspaper boxes or attachments may be added to the mailbox structure.

Basketball Goals:
No basketball goals shall be installed or permitted in this subdivision.

Entrywalls:
There are entry walls located at the entry of the subdivision. These entrywalls shall be maintained by the Association and are not the responsibility of the City of Noblesville, Indiana.

Driveways:
As driveways will be paved by the builder at the time of original construction. Maintenance of driveways thereafter, including any resurfacing or repaving, shall conform with and be uniform to the surface provided at the time of original construction.

Sidewalks:
Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the front porch.

Signs:
No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except the developer may use larger signs during the sale and development of this subdivision.

Animals:
No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Motor Vehicles and Trailers:
All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be openly stored on any residential lot. Only passenger cars, station wagons or small trucks (pickups, vans) of a size not larger than may be parked within the garage shall be regularly parked on or adjacent to a lot. Also no boat, trailer, camper or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers or boat trailers) shall be kept or parked upon said lot except within a garage or other approved structure.

Trash and Waste:
No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

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Storage Tanks:
Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completed concealed from public view.

Water and Sewage:
No private or semi-private water supply and/or sewage disposal system (septic tanks, absorption fields, or any other method of sewage disposal) shall be located or constructed on any lot or lots in the subdivision.

Antennas:
No antenna in this subdivision shall exceed five (5) feet above a roof peak.

Satellite Dishes:
No satellite dishes in excess of two feet in diameter shall be installed or permitted in this subdivision.

Gutters and Downspouts:
All gutters and downspouts in this subdivision shall be painted or of a colored material other than grey galvanized.

Awnings:
No metal, fiberglass or similar type material awnings or patio covers shall be permitted in this subdivision.

Swimming Pools:
No above ground swimming pools shall be permitted in this subdivision.

Solar Heat Panels:
No solar heat panels shall be permitted on roofs of any structures in this subdivision. All such panels will be enclosed within a fenced area and shall be concealed from the view of neighboring lots and the streets.

Street Access:
All lots shall be accessed from the interior streets of the subdivision. There shall be no direct access to 106th Street or Delaware Parkway or any public street that is not an interior street.

Drainage Swales:
Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Department of Public Works. Property owners must maintain these swales as sodded grassways or other non eroding surfaces. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works. Culverts must be protected especially at the ends by head walls or metal end sections, and if damaged enough to retard the water flow, must be replaced.

Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Town may cause said repairs to be accomplished and the bill for said repairs will be sent tot he affected property owner for immediate payment.

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Non-exclusive Easement:
Whenever a building is constructed so as to be substantially contiguous with a side lot line, then to the extent necessary, the owner of such lot is hereby granted a three (3) foot access easement upon the adjoining lot for maintenance and the encroachment by walls, eves, roof overhang, gutters and the like. Said non-exclusive easement is hereby granted, as necessary or appropriate, for underground utility lines and utility services within said three (3) foot easement and said non-exclusive easement shall run in favor of the owners of said lots and to all public, private and municipal utility companies (including cable television and the like); provided, there shall be maintained a minimum distance between buildings of 10' and a minimum distance between buildings backing up to each other of 20'.

Patio Easements and Patio Fences:
Certain lots within this plat shall be improved with a residential unit constructed approximately contiguous to a side lot line ("patio home"). Each patio home, other than such patio homes specifically excepted by declarant, shall be built with one (1) side wall constructed without windows ("blank wall") below a point which is seven (7) feet above the finished floor elevation. The owners from time to time of a patio home shall have an exclusive easement of use of the area extending from the exterior side wall of their patio home to the blank wall side of the residence which faces said area and running the length of such blank wall side of such adjacent residence ("patio area"); provided that such exclusive easement shall not apply in the case where there are two (2) adjacent lots where two (2) patio areas face each other and shall not apply in the case when the adjacent residence is not constructed substantially contiguous to a side lot line. The owner of the patio home benefited by the patio area shall maintain such patio area, excluding the blank wall of the adjacent residence, which shall be maintained by the owner of the adjacent residence. In the event the owner of the patio home fails to maintain said patio area, the owner of the adjacent residence shall have the right and an easement to enter such area as necessary to maintain any portion of his lot within such easement area. No fences, except fences installed by declarant shall be erected in said patio area without the written consent of both owners and of the committee, provided that on adjacent lots where two (2) patio areas face each other, a privacy fence shall be installed appropriately on the lot line between the adjacent lots, and each owner shall be responsible for one-half (1/2) of the cost of maintaining such privacy fence. In the event two (2) patio homes are constructed side by side with blank walls facing a common property line, the owners of each patio home shall each be responsible for maintaining the area between the blank wall of their patio homes and the common property line.

Fences:
No fence shall be higher than six (6) feet. No fencing shall extend forward to a point which is ten (10) feet behind the furthest back front corner of the residence. Chain link fence must have a brown or black finish and all wood fences shall be painted or stained in a color compatible with the color of the residences. No fences, except those fences installed initially by the developer shall be erected without the prior written consent of the Development Control Committee.

Enforcement:
Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity having any right, title or interest in the Real Estate (or any part thereof) and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that

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neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants and restrictions.

The Noblesville Town Plan Commission, its successors and assigns, shall have not right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Noblesville Town Plan Commission; provided further than nothing herein shall be construed to prevent the Noblesville Town Plan Commission from enforcing any provisions of the Subdivision Control Ordinance as amended or any conditions attached to approval of this plat by the Town Council.

Term:
The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five (25) years from recording date. At which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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The real estate described within this plat is hereby platted, subdivided and made subject to these plat covenants, conditions and restrictions and is further subject to the terms, definitions and conditions of a certain declaration of covenants, conditions and restrictions recorded as instrument [redacted] in the Office of the Recorder of Hamilton County, Indiana.

In witness whereof, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President have hereunto caused its and their names to be subscribed this 3rd day of September, 1993.

The C.P. Morgan Investment Co., Inc., General Partner

Mark W. Boyce, Vice President

State of Indiana)
SS:
County of [redacted])
HAMILTON

This Instrument Recorded 9-10-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared C.P. Morgan Communities, L.P., by C.P. Morgan Investment Co., Inc., General Partner by Mark W. Boyce, Vice President, and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed their signature thereto.

Witness my signature and Notarial seal this 3rd day of SEPT., 1993.

Notary Public: Deana H. Guyton (DEANA H. GUYTON)

My commission expires: 12/4/96 County of residence: HAMILTON

This instrument prepared by C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President.

SEAL
INDIANA

RECEIVED FOR RECORD
93 SEP 10 PM 1:59
SHARON K. CHERRY
RECORDER HAMILTON CO. IN

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