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This Instrument Recorded  
Sharon K. Cherry, Recorder, Hamilton County, Indiana 7-15

DECLARATION OF COVENANTS AND RESTRICTIONS

THE ANCHORAGE

This Declaration, made this 25th day of June, 1991, by Richard A. Lewis, President of THE ANCHORAGE, INC., Managing General Partner of THE ANCHORAGE LIMITED PARTNERSHIP an Indiana Partnership ("Co-Declarant") and Jack D. Summerlin, President of Summerlin Realty, Inc. ("Co-Declarant") hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the legal or equitable owner of the Real Estate located in Hamilton County, Indiana, described in Exhibit A, upon which Declarant intends, but is not obligated, to develop a residential subdivision to be known as The Anchorage.

B. Declarant has or will construct certain improvements and amenities which shall constitute Common Areas.

C. Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in The Anchorage and for the maintenance of the Real Estate and the improvements thereon, and to this end desire to subject the Real Estate together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots and lands in The Anchorage and the future owners thereof.

D. Declarant deems it desirable, for the efficient preservation of the values and amenities in The Anchorage, to create an agency to which may be delegated and assigned the power of owning, maintaining and administering the Common Areas, administering and enforcing the Restrictions, collecting and disbursing the Assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the Owners of Lots in The Anchorage.

E. Declarant has incorporated under the laws of the State of Indiana a not-for-profit corporation known as The Anchorage Homeowner's Association, Inc. for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that all of the Lots and lands in The Anchorage and such additions thereto as may hereafter be made pursuant as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are declared to be in furtherance of a plan for the improvement and sale of Lots in The Anchorage, and are established and agreed upon for the purpose of enhancing and protecting the

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value, desirability and attractiveness of The Anchorage as a whole and of each of Residences, Lots and lands situated therein. The Restrictions shall run with the land and shall be binding upon Declarant, its successors and assigns, and upon the parties having or acquiring any interest in The Anchorage or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant and its successors in title to the Real Estate or any part or parts thereof.

#### ARTICLE I

##### Definitions

The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

1. "Architectural Development Control Committee" means that entity established pursuant to Article V of this Declaration for the purposes therein stated, herein referred to as "COMMITTEE".

2. "Articles" means the Articles of Incorporation of the Corporation, as amended from time to time.

3. "Assessments" means all sums lawfully assessed against the Member of the Corporation or as declared by this Declaration, any Supplemental Declaration, or the Articles or the By-Laws.

4. "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the By-Laws.

5. "By-Laws" means the Code of By-Laws of the corporation, as amended from time to time.

6. "The Anchorage" means the name by which the Real Estate shall be known.

7. "Common Areas" means (i) the Drainage System, (ii) the Entry Ways, (iii) all interior streets, (iv) The Commons, (v) The Marina, (vi) any utility service lines or facilities not maintained by a public utility company or governmental agency that are located on, over or below or through more than one Section, and (vii) any areas of land (1) shown on any Plat, (2) described in any recorded instrument prepared by Declarant or its agents, or (3) conveyed to or acquired by the Corporation, together with all improvements thereto, that are intended to be devoted to the use or enjoyment of some, but not necessarily all, of the Owners of Lots. It is intended that all interior streets within the development be and remain common areas and not a part of the Hamilton County Highway system.

8. "The Commons" means the land depicted as Lot "A" on the Plat together with all improvements thereto and structures and facilities thereon.

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9. "The Marina" means the boardwalk and boat docks shown as Exhibit "B", together with all improvements thereto and structures and facilities thereon.

10. "Corporation" means The Anchorage Homeowner's Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

11. "Declarant" means The Anchorage Limited Partnership, its successors and assigns to its interest in the Real Estate other than Owners purchasing Lots or Residences by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).

12. "Development Area" means the land described in Exhibit A.

13. "Drainage Board" means the Hamilton County, Drainage Board, its successors or assigns.

14. "Drainage System" means the open drainage ditches and swales, any subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention ponds, and the other structures, fixtures, properties, equipment and facilities (excluding the Lake) located in the Real Estate and designed for the purpose of controlling, retaining or expediting the drainage of surface and subsurface waters from, over and across the Real Estate, including but not limited to those shown or referred to on a Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board.

15. "Landscape Easement" means a portion of a Lot denoted on a Plat as an area to be landscaped and maintained by the Corporation.

16. "Lake" means Geist Reservoir.

17. "Lot" means a platted lot as shown on a Plat.

18. "Lot Development Plan" means (i) a site plan including drainage provisions prepared by a licensed land surveyor, engineer or architect, (ii) foundation plan and proposed finished floor elevations, (iii) building plans, including elevation and floor plans, (iv) material plans and specifications, with exterior samples, (v) landscaping plan and (vi) all other data or information that the Committee requests with respect to the improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a Residence or other structure or improvement thereon.

19. "Maintenance Costs" means all of the costs necessary to keep the facilities to which the term applies operational and in good condition, including but not limited to the cost of all

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upkeep, maintenance, repair, replacement of all or any part of any such facility, payment of all insurance with respect thereto, all taxes imposed on the facility and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvement of the facility.

20. "Member" means a Class A or Class B member of the Corporation and "Members" means Class A and Class B members of the Corporation.

21. "Mortgages" means the holder of a first mortgage on a Residence or Lot.

22. "Owner" means a Person, including Declarant, who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.

23. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

24. "Plat" means a final secondary plat of a portion of the Development Area recorded in the Office of the Recorder of Hamilton County, Indiana.

25. "Reserve for Replacements" means a fund established and maintained by the Corporation to meet the cost of periodic maintenance, repairs, renewal and replacement of the Common Areas. These funds for capital expenditures shall be maintained in a separate interest bearing account with a bank or savings and loan association.

26. "Residence" means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and outbuildings and recreational facilities usual and incidental to the use of a single family residential lot.

27. "Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Declaration, all applicable Supplemental Declarations and the Register of Regulations, as the same may from time to time be amended.

28. "Rules and Regulations" means the document containing rules, regulations, policies, and procedures adopted by the Board of Directors or the Architectural Development Control Committee.

29. "Roadway Pavers" means brick, stone or other decorative pavers installed within any right-of-way as part of the improved surface thereof.

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30. "Section" means that portion of the Development Areas that is depicted on a Plat.

31. "Supplemental Declaration" means any Plat or supplementary declaration of covenants, conditions or restrictions that may be recorded and which extends the provisions of this Declaration to a Section and contains such complementary or supplementary provisions for such Section as are required or permitted by this Declaration.

## ARTICLE II

### General

1. Declaration. The Owner of any Lot shall be subject to these Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of the Declarant and of the Corporation with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Corporation, and the Owners and subsequent Owners of each of the Lots affected by these restrictions to keep, observe, comply with and perform such Restrictions and agreement.

2. Whenever two or more contiguous lots shall be owned by the same person, and such owner shall desire to use two or more of said lots as a site for a single dwelling unit, he shall apply in writing to the committee for permission to so use said lots. If permission for such use shall be granted, the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, and only so long as, the lots remain improved with only one single dwelling unit and does not restrict any drainage easements.

3. The Lake. Each Owner of a Lot that abuts Geist Reservoir shall be responsible at all times for maintaining the bank of the Lake above the pool level as constitutes a part of, or abuts, his Lot and shall keep that portion of the Lake abutting his Lot free of debris and otherwise in reasonably clean condition. No dock, pier, wall or other structure may be built or extended into the Lake without the prior written consent of the Committee and such governmental authority or the Indianapolis Water company, as may have jurisdiction there over. Each Owner of a Lot, and their guests, shall indemnify and hold harmless Declarant, the Corporation and each other Owner against all loss or damage incurred as a result of injury to any Person or damage to any

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property, or as a result of any other cause or thing, arising from or related to use of, or access to, the Lake by any Person who gains access thereto from, over or across such Owner's Lot. Declarant shall have no liability to any Person with respect to the Lake, the use thereof or access thereto, or with respect to any damage to any Lot resulting from the Lake or the proximity of a Lot thereto, including loss or damage from erosion. The lake is owned by the Indianapolis Water Company and the corporation shall be responsible for insuring that all rules and regulations agreed to with the Indianapolis Water Company are enforced.

4. The Commons and other Common Areas. Declarant shall convey title to the Commons and any other Common Areas to the Corporation, subject to the right of Declarant to use the Commons and other common areas. The Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. The Corporation may adopt such rules and regulations with respect to the use of the Commons and the Common Areas as it deems appropriate, but no rule or regulations shall be inconsistent with the provisions of this Declaration or any Supplemental Declaration.

5. The Marina. The Declarant shall construct a Boardwalk and Boat Docks referred to as "The Marina" and shall provide for a permanent license for individual Boat Docks to respective Lot owners in The Anchorage who have purchased rights to a particular dock. These rights shall run with the land. Owner of a Boat Dock license may transfer rights to another Lot owner in The Anchorage, but in no event to a person or corporation, who is not a Lot owner in The Anchorage at time of transfer. The Boardwalk and boat docks are depicted on Exhibit "B". One "common" boat dock will be maintained by the Corporation for the use of all lot owners. The Corporation shall be responsible for maintenance of the Marina Boat Docks and Boardwalk and the maintenance costs and replacement reserves shall be allocated as a marina assessment as follows. Individual lots having a boat dock license shall be assessed an annual fee for yearly maintenance and replacement reserve of the dock areas as determined by the Board of Directors. The Corporation may adopt such rules and regulation with respect to the use of "The Marina", but no rule or regulation shall be inconsistent with provisions of this Declaration or any Supplemental Declaration.

6. Maintenance of Entry Ways, Landscape Easements, Streets and Roadway Pavements. The Corporation shall maintain the entry Ways and the Landscape Easements and all improvements and plantings thereon, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Grass, trees, shrubs and other plantings located on an Entry Way or a Landscape Easement shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to The Anchorage or a part thereof or a planting area within The Anchorage. All entrance signs located on an Entry Way shall be maintained at all times in good and sightly condition appropriate

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to a first-class residential subdivision. To the extent not maintained by public authority, the Corporation shall maintain the Roadway Pavers and Street, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. All interior streets within this development are private and are to be maintained by the association

7. 100 Year Flood Elevation A line Depicted as a "100 yr. Flood Elevation" on any lot in this addition denotes an area between such line and the water line on the reservoir in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources (IDNR) and/or the Corp of Engineers.

8. Shoreline Dimensions. Lot lines that extend to the shoreline of Geist Reservoir may vary from the dimension that is shown on the Plat.

9. Shoreline location. The shoreline location may change from time to time because of the construction of boat docks, maintenance of the shoreline or erosion. If the shoreline does change, then the ownership of each lot will change to the high water mark established at 785.0 mean sea level elevation.

10. Common Property Deeded. Lot A, and the Right-of-way for streets excluding the right-of-way for Brook School Road, as shown on the Plat, shall be deeded to The Anchorage Homeowner's Association, Inc. as common property to all lots in The Anchorage.

### ARTICLE III

#### Architectural and Use Restrictions

1. Land Use. Lots may be used only for residential purposes except that home occupations permitted under applicable zoning laws will be allowed if approved by the committee. Only one Residence not to exceed two and one-half stories or 25 feet in height measured from finish grade to the underside of the eve line may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be a greater number of Residences in The Anchorage than the number of original Lots depicted on the Plats. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any Lot advertising a permitted home occupation.

2. Size of Residence. Except as otherwise provided herein, no residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 2,200 square feet if a one-story structure, or 2,600 square feet of a story and a half structure with a ground floor minimum of 1,800 square feet, or 2,800 square feet of a two-story structure with a ground floor minimum of 1,400 square feet.

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3. The finished exterior of every building constructed or placed upon any Lot shall be of a material other than aluminum siding, roll brick siding, T-111 or any other similar artificial siding. The building shall have a minimum of 30% brick or other masonry material unless other material is approved by the Committee.

4. All structures constructed or placed on any lot shall be constructed with substantially all new material and no used structures shall be relocated or placed on any such lot.

5. Every house in the Real Estate shall have at least a two-car garage, attached and of the same architectural design and materials as the house. In addition a side load or angled garage design is required. Committee reserves the right to approve conventional front load garage concept on lots with irregular frontage or topography whereas it is determined that such lots will not easily provide for a side load design.

6. All fireplaces must have brick exterior unless otherwise approved by committee.

7. All roof pitches must be a minimum of 9/12 pitch.

8. No above ground pools will be allowed.

9. Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

10. Building Location and Finished Floor Elevation. No building may be erected between the building line shown on a Plat and the front Lot line, and no structure or part thereof may be built or erected nearer than nine (9) feet to any side Lot line or nearer than twenty (20) feet to any rear Lot line; provided that the aggregate of side yard shall not be less than 20% of the actual lot width. A minimum finished floor elevation, shown on the development plan for each Section, has been established for each Lot and no finished floor elevation with the exception of flood protected basements shall be constructed lower than said minimum without the written consent of the Architectural Development Control Committee. Demonstration of adequate storm water drainage in conformity with both on-Lot and overall project drainage plans shall be a prime requisite for alternative finished floor evaluations. Before construction commences, the finished floor elevation shall be physically checked on the Lot and certified by a licensed professional engineer or a licensed land surveyor.

11. Driveways. All driveways shall be paved from the point of connection with the abutting street or road to a point of connection with the garage apron.

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12. Yard Lights. Each Owner shall install and maintain a dusk to dawn light in operable condition on his Lot at a location, having a height and of a type, style and manufacture approved by the Committee prior to the installation thereof. The Committee will establish a maximum wattage and intensity to insure uniform illumination on each Lot and said light shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day.

13. Storage Tanks. Any storage tanks used in connection with a Lot shall be either buried or located inside a Residence such that they are completely concealed from public view.

14. Construction and Landscaping. All construction upon, landscaping of and other improvement to a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Committee. All landscaping specified on the landscaping plan approved by the Committee shall be installed on the Lot strictly in accordance with such approved plan within sixty (60) days following substantial completion of the Residence unless the Board agrees to a later landscaping completion date. Unless a delay is caused by strikes, war, court injunction or acts of God, every building whose construction or placement on any Lot is begun shall be completed within one (1) year after the beginning of such construction or replacement. No improvement which has been partially or totally 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. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Committee within thirty (30) days. If the Owner fails to commence or complete construction of a Residence within the time periods specified herein, or if the Owner should, without Declarant's written approval, sell, contract to sell, convey, or otherwise dispose of, or attempt to sell, convey or otherwise dispose of, the Lot before completion of construction of a Residence on the Lot, then, in any of such events, Declarant may:

(a) re-enter the lot and divest the Owner of title thereto by tendering to the Owner or to the Clerk of the Circuit Court of Hamilton County the lesser of (i) the same net dollar amount as was received by Declarant from such Owner as consideration for the conveyance by Declarant of the Lot, together with such actual costs, if any, as the Owner may prove to have been incurred in connection with the commencement of construction of a Residence on the Lot and (ii) the then fair market value of the Lot, as determined by averaging two (2) appraisals made by qualified appraisers appointed by the Judge of the Hamilton County Circuit or Superior Court;

(b) obtain injunctive relief to force the Owner to proceed with construction of any Residence in accordance with a Lot development Plan for which has been approved by the Committee upon application by such Owner;

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(c) pursue other remedies at law or in equity as may be available to Declarant.

The failure of the Owner of a Lot to apply for approval of, or receive approval from, the Committee of a Lot Development Plan shall not relieve such Owner from his obligation to commence and complete construction of a Residence upon the Lot within the time periods specified herein. For the purposes of this subparagraph, construction of a Residence will be deemed "completed" when an occupancy permit has been granted by a governmental building inspection authorized to issue an occupancy permit.

15. Each Lot owner and/or builder shall be responsible to prevent erosion and protect the natural environment. This shall be accomplished by designating areas on the landscape plan which are to remain undisturbed and to provide an erosion control plan for any areas which will be disturbed during construction. The intent is to maintain the natural environment by leaving leaves on non-grassed areas, allowing twigs and small limbs to decay naturally, providing areas for wild flowers plants, moss, and in general allowing the natural environment to exist.

16. Trees five (5) feet outside building, driveway, parking area or other approved areas shall not be removed unless the diameter of the tree is less than four (4) inches, the tree is dead, or approval is granted by the Committee.

17. Mailboxes. All mailboxes installed upon Lots shall be uniform and shall be of a type, color and manufacture approved by the Committee. Such mailboxes may be installed by the Declarant and charged to each lot owner.

18. Septic Systems. No septic tank, absorption field or any other on site sewage disposal system (other than a lateral main connected to a sanitary sewerage collection system operated by a successor public agency or public utility) shall be installed or maintained on any Lot.

19. No private or semi-private water supply system may be located upon any lot which is not in compliance with regulations or procedures adopted or established by the Indiana State Board of Health or other civil authority having jurisdiction. To the extent that domestic water service is available from water line located within 200 feet of the lot line maintained by a public or private utility company, each Owner shall connect to such water line to provide water for domestic use on the Lot and shall pay all connection, availability or other charges lawfully established with respect to connections thereto.

20. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public rights-of-way.

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21. Drainage. The drainage plan required to be submitted to the committee shall show the topography of the Lot and the proposed method of drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within The Anchorage may be included in a legal drain established by the Drainage Board. In such event, each Lot in The Anchorage will be subject to assessment by the Drainage Board for the costs of maintenance of the portion of the Drainage System included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Perimeter foundation drains, sump pump drains and downspouts shall not be outletted into streets or street rights-of-way. These drains shall be connected whenever feasible into a subsurface drainage tile. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

22. Responsibilities During Construction.

- (a) Prior to beginning construction and during the time of construction, a fence shall be placed around the ground area to be disturbed, said fence location shall be shown on the plot plan.
- (b) The area unprotected by a fence shall not be disturbed in any way, except when implementing the landscaping plan.
- (c) When basement and/or foundation of Residence is constructed, stone shall be installed over the path of driveway and shall be level with curb at the lot line to avoid curb break-up.
- (d) No track vehicles or heavy equipment vehicles shall be operated or unloaded on any street.
- (e) No construction vehicles, shacks or outhouses shall be erected or situated on any Lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.
- (f) During the construction period, the Lot shall be maintained in a clean and orderly manner at all times. All loose shingles, lumber, bricks, block, drywall, insulation, or other building materials which can blow onto adjacent lots shall not be left lying around. Construction trash shall be contained in a trash fence and shall be removed from the Lot once per week or

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contained in a dump site on site provided by a trash disposal service which will empty container as needed.

(g) The Lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind which may be deposited upon the road or easements from construction on the Lot. If such deposits occur, then the Lot owner shall make provisions to remove such deposits within one (1) day or the committee may remove such deposits and charge the Lot owner.

(h) No outside toilets shall be permitted on any lot during construction without prior approval of committee.

(i) All utility services including, but not limited to Water, Power, Sanitary Sewers, telephone or cable, to the lot shall be shown on the plot plan and said services shall not undermine the curbs or alter the subsurface or surface drainage system.

23. Vehicle Parking. No camper, motor home, truck, trailer, boat or disabled vehicle may be parked or stored overnight or longer on any Lot in open public view.

24. Signs. Except for such signs as Declarant may in its absolute discretion display in connection with the development of The Anchorage and the sale of Lots therein and such signs as may be located in the Common Areas, no sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than four (4) square feet may be displayed at any time for the purpose of advertising the property for sale or for rent, or may be displayed by a builder to advertise the property during construction and sale.

25. Fencing. In no event may any fence be erected or maintained on any Lot without the prior approval of the Committee. It is the intent of this Committee not to allow fences except for small privacy areas. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 25 feet from the intersection of said street lines, or in the case of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

26. Vegetation. An Owner shall not permit the growth of weeds and volunteer trees and bushes on his Lot, and shall keep his Lot reasonably clear from such unsightly growth at all times, as well as, cut down and remove unsightly dead trees. If an Owner fails to comply with this Restriction, the Committee shall cause the weeds to be cut and the Lot cleared of such growth at the expense of the Owner thereof and the Architectural Development Control Committee shall have a lien against the cleared Lot for the

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expense thereof. The purpose of this restriction is not to eliminate natural areas, but to insure maintenance of the lot in accordance with the landscape plan approved by the Committee.

27. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Barking dogs shall constitute a nuisance.

28. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view. All equipment for storage or disposal of such materials shall be kept clean and sanitary and out of public view except when refuse collections are being made.

29. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept (maximum four (4) pets) provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners.

30. No outside toilets shall be permitted on any lot and no sanitary waste or other wastes shall be permitted to be exposed.

31. Pole structures of any kind such as flag poles, basketball goals, (a standardized design will be established), etc. require prior approval by the Architectural Development Control Committee before installation.

32. Firewood piles shall be kept neat and unobtrusive. The Architectural Development Control Committee has the authority to determine location of any firewood piles.

33. Clothes lines are prohibited.

34. All playground equipment must be approved by the Committee prior to installation. The Committee might request screening. The color, size and location of play ground equipment will be a factor in determining if the playground equipment is approved.

35. No metal outbuildings shall be permitted on any Lot. All outbuildings must be of the same design and materials as the primary structure. The approval of the Committee must be obtained before any outbuilding is erected, placed or altered on any lot. It is the intent of this restriction to prohibit outbuildings such as storage sheds, storage barns, and similar such structures. Other accessory buildings (structures) such as boat houses, cabanas, and similar structures will be allowed upon the approval of the Committee.

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36. Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot.

37. Antennas and Receivers. No exterior antenna or receiver of any kind shall be permitted on any Lot without the prior written consent of the Architectural Development Control Committee.

38. Exterior Lights. No exterior lights shall be erected or maintained between the building line and rear lot line or side lot line so as to shine or reflect directly upon another Lot.

39. Electric Bug Killers. Electric bug killers, "zappers" and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners and shall only be operated when outside activities require the use thereof and not continuously.

40. No habitable building except boat houses shall be built on any lot in this addition which violates the 791.40 feet above mean sea level flood protection grade.

#### ARTICLE IV

##### The Anchorage Homeowner's Association, Inc.

1. Membership. Each Lot Owner shall automatically be a Member and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. All lot owners shall be subject to all the requirements and limitations imposed by this Declaration, including those provisions with respect to the payment of Assessments.

2. General Purpose. The general purpose of the Association is to provide a means whereby those areas within the real estate including, but not limited to entry ways, landscape easement, The Commons, The Marina, the streets, as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced by its members and such other things, but not limited to, snow removal, security and such other purposes that serve the common good of the Association Owners.

An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such property within the real estate as may be conveyed to the Association.

3. Powers. The Corporation shall have such powers as are set forth in this Declaration and in the Articles, together with all other powers that belong to it by law.

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4. Classes of Members. The Corporation shall have two (2) classes of members as follows:

a) Class A. Every Person who is a Lot Owner, other than the Declarant, shall be a Class A member.

b) Class B. Declarant shall be a Class B member. No other Person, except a successor to substantially all of the interest of Declarant in the Development Area, shall hold a Class B membership. Class B Members shall terminate upon the resignation of the Class B members, when all of the Lots in the Development Areas have been sold, or on December 31, 2000, whichever first occurs.

5. Voting and Other Rights of Members. The voting and other rights of Members shall be as specified in the Articles and By-Laws.

6. Limitations on Action by the Corporation. Unless the Class B member and at least two-thirds of the Mortgagees (based on one vote for each first mortgage owned) or two-thirds (2/3) of the Class A members (other than Declarant) have given their prior written approval, the Corporation, the Board of Directors and the Owners may not: (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas (but the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value (based on current replacement cost); (iii) use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of the Common Areas; (iv) fail to maintain adequate public liability coverages and adequate officers and directors liability coverages against liability for property damage or personal injury; (v) change the method of determining the obligations, assessments, dues or other charges that may be levied against the Owner of a Residence; (vi) by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Residences, or the maintenance and up-keep of the Common Areas; or (vii) fail to maintain the Reserve for Replacements in the amount required by this Declaration.

7. Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants, and each Owner of any Lot or each licensee of a boat dock by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the corporation the following: (1) General Assessments, (2) Marina Assessments, (3) Special Assessments, such

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Assessments to be established and collected as hereinafter provided.

All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

(b) General Assessment. Each Lot Owner shall be levied, by the Corporation, a general assessment to promote the recreation, health, safety and welfare for the Owners of Lots including, but not limited to trash pick up, lighting, snow removal, security, insurance, maintenance and operating of the common areas and reserve funds for replacement of streets and common areas. The provisions of the general assessment are as follows:

(1) Reserve funds for the replacement of streets and common areas, insurance and maintenance and operation of the common areas shall be levied at a uniform rate for each lot without regard to whether a residence has been constructed upon the lot.

(2) Trash pick up, lighting, snow removal, security and other services established by the Corporation shall be levied at a uniform rate for each lot after construction of a residence has been started upon the lot. The start of construction of a residence is defined as the date a building permit was issued by the governmental agency authorized to issue a building permit.

(3) No lot owned by Declarant shall be assessed by the Corporation except that Declarant shall be subject to assessments per Article IV paragraph J.

(c) Marina Assessment. Each license holder of a boat dock shall be levied by the Corporation a Marina Assessment to promote the recreation, health, safety and welfare for the license holder of boat docks including, but not limited to lighting, insurance, maintenance and operation of boat docks and reserve funds for replacement of boat docks. The provisions of the Marina Assessment are as follows:

(1) The Marina Assessment shall be at a uniform rate for the license holder of boat docks.

(2) No boat dock owned by the Declarant shall be assessed by the Corporation except Declarant shall be subject to assessments per Article IV paragraph j.

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(d) Special Assessment. In addition to such other assessments as may be authorized herein, the Corporation may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding fiscal years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement or a capital improvement upon the Common Areas or Marina, including fixtures and personal property relating thereto, provided that any such Assessment shall have the assent of the Class B member and of a majority of the votes of the Class A members whose Lots or Boat Dock License are subject to assessment with respect to the capital improvement.

(e) Annual Budget. By a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year as determined by the Corporation, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplemental Declarations will be met. Notice shall be given to all Lot Owners and all Boat Dock License Holders of the new Annual budget thirty (30) days prior to commencement of fiscal year budget.

(f) Date of Commencement.

(1) The General Assessment for a lot shall commence on the first day of the month following six months after conveyance of the lot in The Anchorage to an owner who is not the Declarant.

(2) The Marina Assessment shall commence upon the first day of the month following conveyance of a license of the first boat dock.

(g) Certificates. The Corporation shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Corporation that the Assessments on a lot have been paid or that certain Assessments remain unpaid, as the case may be.

(h) Effect of Nonpayment of Assessment; Remedies of the Corporation. Any Assessment not paid within thirty (30) days after the due date, as determined by the Corporation, may upon resolution of the Board of Directors bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board of Directors for each assessment year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Corporation in collecting such Assessment. If the Corporation has provided for

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collection of any Assessment in installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

(i) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

(j) Declarant Assessment.

(1) The Declarant shall make up the difference for any financial deficiencies of the Corporation until such time that forty (40) lots have been deeded to persons other than the Declarant.

(2) After forty (40) lots have been deeded, the Declarant shall not be required to make up the difference of any financial deficiencies, nor shall the Declarant be charged any assessments.

(3) If the Declarant has not deeded all the lots to other persons, by the year 2000, then the Declarant shall pay General Assessments to the Corporation for any lots still owned by the Declarant.

(4) If the Declarant has not licensed all the boat docks by the year 2000, then the Declarant shall pay Marina Assessments to the Corporation or assign all remaining boat docks to the Corporation.

ARTICLE V

Architectural Control

1. The Architectural Development Control Committee. An Architectural Development Control Committee consisting of three (3) or more Persons as provided in the By-Laws shall be appointed by the Class B member. At such time as there is no Class B member, the Architectural Development Control Committee shall be appointed by the Board of Directors.

2. Purpose. The Committee shall regulate the external design, appearance, use, location and maintenance of the Real

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Estate and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structure, improvements and the natural vegetation and topography.

3. Conditions. Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner shall be made or done without the prior submission and approval by the Committee of a Lot Development Plan therefor. A Lot Development Plan shall include building plans, specifications, plot plan, drainage plans and landscape plan, showing the location of all the construction, structures, drives, walks, landscaping, natural preservation areas and drainage. No construction, erection or alteration of any Residence, building, fence, wall, basketball goals, swimming pool, tennis court, patio, or other structure on a Lot or any plantings on a Lot; shall commence until appropriate approvals are received. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over the Anchorage, and no Owner shall undertake any construction activity within the Anchorage unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Committee.

4. Procedures. In the event the Committee fails to approve, modify or disapprove in writing a Lot Development Plan within thirty (30) days after notice of such plan has been duly filed with the Committee established by the Declarant, approval will be deemed approved. A decision of the Committee may be appealed to the Board of Directors which may reverse or modify such decision by a two thirds (2/3) vote of the Directors then serving.

5. Guidelines and Standards. The Committee shall have the power to establish and modify from time to time such written architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in subparagraph (2) to the extent that such design guidelines and standards are not in conflict with the specific provisions of this Declaration. Any such guideline or standard may be appealed to the Board of Directors which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving.

6. Application of Guidelines and Standards. The Committee shall apply the guidelines and standards established pursuant to subparagraph (5) in a fair, uniform and reasonable manner consistent with the discretion inherent in the design review process. All decisions must be in writing and in disapproving any Lot Development Plan, the Committee shall furnish the applicant with specific reasons for such disapproval and may suggest

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modifications in such plan which would render the plan acceptable to the Committee if resubmitted.

7. Design Consultants. The Committee may utilize the services of architectural, engineering and other Persons possessing design expertise and experience in evaluating Lot Development Plans. No presumption of any conflict of interest or impropriety shall be drawn or assumed by virtue of the fact that any of such consultants may, from time to time, represent Persons filing Lot Development Plans with the Architectural Development Control Committee.

8. Exercise of Discretion. Declarant intends that the members of the Committee exercise discretion in the performance of their duties and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Committee is raised as a defense, abuse of discretion may be established only if a reasonable Person, weighing the evidence and drawing all inferences in favor of the Committee, could only conclude that such determination constituted an abuse of discretion.

9. Liability. Neither the Committee, nor any member thereof, nor any agent thereof, 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. The Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made 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.

10. Compensation. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the Declaration. The Committee may inspect work being performed to assure compliance with these restrictions upon written notification to the Owner.

## ARTICLE VI

### Common Areas Rights

1. Ownership. The Common Areas shall remain private, and neither Declarant's execution or recording of an instrument portraying the Common Areas, nor the doing of any other act by Declarant is, or is intended to be, or shall be construed as, a dedication to the public of such Common Areas.

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2. Delegation Use. Any Owner may delegate in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas and facilities of the Association to the member of his family, his tenants, or contract purchaser, who resides on property.

3. Obligations of the Corporation. The corporation, subject to the rights of Declarant and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the Common Areas in good, clean, attractive and sanitary condition, order and repair.

4. Easements of Enjoyment. No Person shall have any right or easement of enjoyment in or to the Common Areas except to the extent granted by, and subject to the terms and provisions of, this Declaration or any Supplemental Declaration executed by Declarant. Such rights and easements as are thus granted shall be appurtenant to and shall pass with the title to every Lot for whose benefit they are granted. All Owners may use the Common Areas exclusive of select rights for licensed boat docks subject to the reserved rights of Declarant and the Corporation.

5. Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

(i) the right of the Corporation to establish reasonable rules for the use of the common Areas and to charge reasonable admission and other fees for the use of any recreational facilities located in or constituting a part of the Common Areas except that no fee shall be charged to those specifically authorized to use such facilities by this declaration or any Supplemental Declaration unless the Corporation is specifically authorized to do so by this Declaration or a Supplemental Declaration;

(ii) the right of the Corporation to suspend the right of an Owner and all Persons whose right to use the common Areas for any period during which any Assessment against his Lot remains unpaid for more than thirty (30) days after notice;

(iii) the right of the Corporation to suspend the right of an Owner or any Person claiming through the Owner to use the Common Areas and/or the marina for a period not to exceed sixty (60) days for any other infraction of this Declaration, any Supplemental Declaration of the Rules and Regulations;

(iv) the right of the Corporation to mortgage any or all of the Common Areas and the facilities constructed thereon for the purpose of improvements to, or repair of; the common Areas or facilities constructed thereon, pursuant

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to approval of the Class B member and two-thirds (2/3) of the votes of the Class A members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned), voting in person or by proxy at a regular meeting of the Corporation or a meeting duly called for this purpose;

(v) the right of the Corporation to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, but no such dedication or transfer shall be effective unless an instrument signed by the Class B member, if any, and the appropriate officers of the Corporation acting pursuant to authority granted by two-thirds (2/3) of the votes of the Class A members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned), agreeing to such dedication or transfer, has been recorded; and

6. Damage or Destruction by Owner. In the event the Common Areas are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner authorizes the Corporation to repair said damaged area; the corporation shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Corporation in the discretion of the Corporation. An amount equal to the costs incurred to effect such repairs shall be assessed against such Owner as a Special Assessment and shall constitute a lien upon the Lot of said Owner.

7. Conveyance of Title. Declarant may retain the legal title to the Common Areas or any portion thereof until such time as it has completed improvements thereon, but notwithstanding any provision herein, the Declarant hereby covenants that it shall convey the Common Areas to the Corporation, free and clear of all liens and financial encumbrances except as otherwise provided herein, not later than three (3) years from the date such Common Areas or portion thereof is subjected to this Declaration. Owners shall have all the rights and obligations imposed by this declaration with respect to such common Areas prior to conveyance, except that the Corporation shall not be liable for payment of taxes and insurance for such Common Areas until title is conveyed.

## ARTICLE VII

### Easements

1. Easements. In addition to such easements as are created elsewhere in this Declaration and as may be created by Declarant pursuant to written instruments recorded in the office of the Recorder of Hamilton County, Indiana, Lots are subject to drainage easements, sewer easements, utility easement, landscape easement, and non-access easement, either separately or in any

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combination thereof, as shown on the Plats, which are reserved for the use of Declarant, Owners, the Corporation, the Architectural Development Control Committee, public utility companies and governmental agencies as follows:

2. Drainage Easements (DE). are created to provide paths and courses for area and local storm drainage, either overland or in adjacent underground conduit, to serve the needs of the Anchorage and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by Declarant, and by the Architectural Development Control Committee, but neither Declarant nor the Architectural Development Control Committee shall have any duty to undertake any such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners.

3. Sewer Easements (SE) are created for the use of a private utility or the local governmental agency having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve the Anchorage for the purpose of installation and maintenance of sewers that are a part of said system.

4. Utility Easement (UE). are created for the use of Declarant, the Corporation and all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements.

5. Shoreline Easements (SLE). are created for the use of the Corporation for the maintenance of the shoreline and the "Marina". The shoreline within the shoreline easement area shall remain undisturbed without express written permission from the Committee. It might be necessary to obtain a permit from the Corp of Engineers, other governmental agencies, or the Indianapolis Water Company to make any changes along shoreline. The owners of lots 29, 30, 31 and 36 in The Anchorage are subject to the Marina location as shown on Exhibit "B".

6. Landscape Easements (LSE). are created for the use by Declarant, the Architectural Development Control Committee and the Corporation for the planting and maintenance of trees, shrubs and other plantings.

7. Non-Access Easements (NAE). are created to preclude access from certain Lots to abutting rights-of-way across the land subject to such easements.

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8. All easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any easement specifically granted to a Person who is not an Owner by an instrument recorded in the Office of the Recorder of Hamilton County, but a paved driveway necessary to provide access to a Lot from a public street and a sidewalk installed by or at the direction of Declarant (and replacements thereof) shall not be deemed a "structure" for the purpose of the Restriction.

9. General Easement. There is hereby created a blanket easement over, across, through and under the Real Estate for ingress, egress, installation, replacement, repair and maintenance of underground utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for Declarant or the providing utility or service company to install and maintain facilities and equipment on the Real Estate and to excavate for such purposes if Declarant or such company restores the disturbed area as nearly as is practical to the condition in which it was found. No sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated in a section except as proposed and approved by Declarant prior to the conveyance of the first Lot in a Section to an Owner or by the Architectural Development Control Committee thereafter. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, declarant or the Corporation shall have the right to grant such easement on the Real Estate without conflicting with the terms hereof. This blanket easement shall in no way affect any other recorded easements on the Real Estate, shall be limited to improvements as originally constructed, and shall not cover any portion of a Lot upon which a Residence has been constructed.

10. Public Health and Safety Easements. An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, and all similar Persons to enter upon the Common Areas in the performance of their duties.

11. Drainage Board Easement. An easement is hereby created for the benefit of, and granted to, the Drainage Board to enter the Real Estate and all Lots therein to the extent necessary to exercise its rights with respect to any legal drain constituting a part of the drainage System.

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12. Crossing Underground Easements. Easements utilized for underground service may be crossed by driveways and walkways. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossings, driveways, walkways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easement.

13. Declarant's Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of the first Lot in a Section, Declarant reserves a blanket easement and right on, over and under the ground within that Section to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Declarant shall give reasonable notice of its intention to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice.

#### ARTICLE VIII

##### General Declarant Corporation Mortgagor Rights & Limitations

1. Declarant's Use During Construction. Notwithstanding any provisions to the contrary contained herein or in any other instrument or agreement, Declarant or its sales agents or contractors may maintain during the period of construction and sale of Lots and Residences in the Real Estate or the Development Area, upon such portion thereof as is owned or leased by Declarant, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots and residence, including, but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Residences and sales offices.

2. Enforcement. The Corporation, any Owner or Declarant shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any Supplemental Declarations, but neither Declarant nor the Corporation shall be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any

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circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action to enforce this Declaration, the Person seeking enforcement shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action.

3. Limitations on Rights of the Corporation. As long as there is a Class B member, the Corporation may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed to Declarant. Nothing in this paragraph shall be construed to limit the rights of the Members acting as individuals or in affiliation with other Members or groups as long as they do not employ the resources of the Corporation or identify themselves as acting in the name, or on the behalf, of the Corporation.

4. Approvals by Declarant. As long as there is a Class B member, the following actions shall require the prior approval of Declarant: the addition of Real Estate to the Real Estate; dedication or transfer of the Common Areas; mergers and consolidations of Sections within the Real Estate or of the Real Estate with other Real Estate; mortgaging of any of the Common Areas, amendment of this Declaration and any Supplemental Declaration; and changes in the basis for assessment or the amount, use and time of payment.

5. Amendments.

(a) Generally. This Declaration may be amended at any time by an instrument signed by the appropriate officers of the Corporation acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the Class A members cast at a meeting duly called for the purpose of amending this Declaration.

(b) By Declarant. Declarant hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration during the period prior to December 31, 2000. Such amendments shall be in writing, executed by declarant, and recorded with the Recorder of Hamilton County, Indiana. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment or adversely affect the rights and interests of Mortgagees holding first mortgages on Residences at the time of such amendment. Declarant shall give notice in writing to such Owners and Mortgagees of any amendments. Declarant shall not have the right at any time by amendment of this Declaration to grant or establish any easement through, across or over any Lot

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which declarant has previously conveyed without the consent of the Owner of such Lot.

(c) Effective Date. Any amendment shall become effective upon its recording in the Office of the Recorder of Hamilton County, Indiana.

6. Interpretation. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. 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.

7. Duration. The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the corporation, and Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until December 31, 2001, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those Persons who are then the Owners of a majority of the Lots in the Real Estate. Provided, however, that no change or termination of said covenants shall affect any easements hereby created or granted unless all Persons entitled to the beneficial use of such easement shall consent thereto.

8. 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.

9. Non-Liability of Declarant. Declarant shall not have any liability to an Owner or to any other Person with respect to drainage on, over or under a Lot. such drainage shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from in connection with drainage on, over and under the Lot described in such deed. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by declarant, and no duty of , or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

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10. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Dated this 25th day of June, 1991.

Richard A. Lewis  
Richard A. Lewis, President  
The Anchorage, Inc.  
Managing General Partner of  
The Anchorage Limited Partnership

Jack D. Summerlin, MR.  
Jack D. Summerlin, President  
Summerlin Realty, Inc.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Richard A. Lewis, President of The Anchorage, Inc., Managing General Partner of The Anchorage Limited Partnership, who, having been duly sworn, acknowledged the execution of the foregoing for and on behalf of said Corporation and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 25th day of June, 1991



Lynn R. Busby  
Notary Public

Lynn R. Busby  
Printed

My Commission Expires:  
5-17-93

My County of Residence:  
Marion

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FIRST AMENDMENT

TO

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

THE ANCHORAGE

RECORDED  
OCT 12 PM 12:33  
HAMILTON COUNTY, IN

INSTR. # 9349272

THIS FIRST AMENDMENT to that certain "Declaration of Covenants and Restrictions of The Anchorage" (hereinafter referred to as the "Declaration"), effective as of the 1st day of September, 1993 and dated the 8th day of October, 1993, by Richard A. Lewis, the President of The Anchorage, Inc., an Indiana Corporation, the Managing General Partner of The Anchorage Limited Partnership, an Indiana Limited Partnership, and Jack D. Summerlin, the President of Summerlin Realty, Inc., an Indiana Corporation (said entities being hereinafter jointly referred to as the "Declarant").

1. Recitals.

The following facts are true:

A. The Declaration was duly recorded in the Office of the Recorder of Hamilton County, Indiana, on July 15, 1991, as Instrument No. 9117549.

B. The Declarant has the unilateral right to amend and revise the Declaration pursuant to the provisions of Article VIII, Section 5(b) of the Declaration.

C. The Declarant has elected to alter the configuration of the Marina, as described in the Declaration, and to add more boat docks with respect thereto, for the benefit and enjoyment of the lot owners in The Anchorage. Declarant now elects to exercise its right to amend and revise the Declaration to account for such changes to the Marina.

2. Amendment.

This Instrument Recorded 10-12-1993  
Sharon K. Cherry, Recorder, Hamilton County, IN

Article II, Section 5 of the Declaration is amended to read as follows:

5. The Marina. Declarant shall, in accordance with the specifications provided by the Indianapolis Water Company, a subsidiary of IWC Resources Corporation (hereinafter referred to as "IWC"), construct certain shoreline amenities to the Lake in a designated area, including a boardwalk with attached boat docks, such boardwalk and boat docks being commonly referred to as the "Marina". Declarant has been granted a revocable, non-exclusive license by IWC to construct a total of forty-four (44) boat docks and other shoreline amenities in and along a designated area of the Lake adjacent to The Anchorage. The license granted by IWC for the construction of the original proposed Marina and a drawing depicting the Marina, as originally granted by IWC, are attached hereto and incorporated herein as Exhibits "A" and "B", respectively. The subsequent license granted by IWC for the construction and installation of additional boat docks is attached hereto and incorporated herein as Exhibits "C" and "D", respectively, and a drawing depicting the revised Marina, as subsequently granted by IWC, is attached hereto and incorporated herein as Exhibit "E". The Marina has been constructed in general compliance with the plans and specifications as depicted in Exhibit "E", and the construction thereof has been approved by

IWC, as set forth in the document attached hereto and incorporated herein as Exhibit "F". Subsequent modifications of the Marina are subject to the approval of IWC.

Any lot owner in the Anchorage desiring to be assigned a boat slip for their use and enjoyment, shall first execute a certain sub-license agreement, entitled "Boat Dock Agreement", with the Declarant or the Corporation and such agreement shall be in the same form as Exhibit "G" which is attached hereto and made a part hereof for example purposes only.

The boardwalk, or common boat dock, upon construction thereof by the Declarant, will become a part of the Common Area of The Anchorage and will be maintained and operated by the Corporation for the use and benefit of all lot owners within The Anchorages.

The Declarant or the Corporation, through its Board of Directors, shall from time to time adopt rules and regulations for use of the individual boat slips and Marina area by the lot owners in The Anchorage and their guests. Any rule or regulation adopted by the Declarant or the Corporation shall be consistent with the Declaration and any amendment or supplement with respect thereto. In the event of any inconsistency in language in such documents, the Declaration, and any amendments or supplements with respect thereto, shall be controlling.

As part of the maintenance and operation of the Marina, not including those sections of the Marina designated as Common Areas, the Corporation, by its Board of Directors, shall allocate for maintenance costs and replacement reserves in the form of a special Marina assessment to be determined by the Declarant or the Corporation in accordance with Article IV, Section 7(c) and as follows:

All lot owners in The Anchorage who have executed a Boat Dock Agreement with the Declarant or the Corporation for the use and enjoyment of one (1) or more boat slips in the Marina, shall be assessed an annual fee based upon the actual costs of maintenance and operation of the individual boat slips in the calendar year preceding the assessment. Any lot owner who has been granted a sub-license to use one (1) or more boat slips shall pay their proportionate share of such annual assessment, which shall be determined by dividing the number of boat slips used by the Owner by the total number of slips available for use in the Marina. The Declarant shall not be a party to the special Marina Assessment, except as may otherwise be provided herein.

3. Effective Date. The foregoing amendment shall be effective as of the date this First Amendment is recorded in the Office of the Recorder of Hamilton County, Indiana.

9349272

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first written above.

THE ANCHORAGE LIMITED PARTNERSHIP,  
An Indiana Limited Partnership

SUMMERLIN REALTY, INC.,  
An Indiana Corporation

By: Richard A. Lewis  
Richard A. Lewis, President  
of The Anchorage, Inc., an  
Indiana Corporation  
Managing Partner

By: Jack D. Summerlin  
Jack D. Summerlin,  
President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public, in and for said County and State, personally appeared RICHARD A. LEWIS, President of The Anchorage, Inc., Managing General Partner of The Anchorage Limited Partnership, (hereinabove referred to as "Declarant"), who, having been duly sworn, acknowledged the execution of the foregoing for and on behalf of said Corporation and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 15th day of March, 1992.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
MY COUNTY OF RESIDENCE: \_\_\_\_\_

Lynn R. Busby  
Notary Public LYNN R BUSBY  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 17, 1997  
Printed

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public, in and for said County and State, personally appeared JACK D. SUMMERLIN, President of Summerlin Realty, Inc., (hereinabove referred to as "Declarant"), who, having been duly sworn, acknowledged the execution of the foregoing for and on behalf of said Corporation and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 15th day of March, 1992.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
MY COUNTY OF RESIDENCE: \_\_\_\_\_

Lynn R. Busby  
Notary Public LYNN R BUSBY  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
Printed MY COMMISSION EXP. MAY 17, 1997

This document was prepared by Russell L. Jones, Attorney at Law, 11711 North Pennsylvania Street, Suite 109, Carmel, Indiana 46032.  
c:\wordpar\misc\anchorage\amend.doc



A Subsidiary of  
IWC Engineering Corporation

May 30, 1991

Mr. Richard A. Lewis, President  
The Anchorage, Inc.  
706 Tamenend Trace  
Indianapolis, Indiana 46038

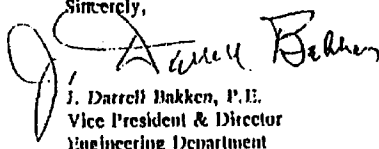
Dear Mr. Lewis:

This letter is in response to your correspondence dated May 10, 1991 concerning boat docks and shoreline amenities at The Anchorage.

Tom Bruns and I have reviewed your revised plans and specifications and find them to be acceptable to Indianapolis Water Company in their present form. We would appreciate being notified when the common docks are being constructed so that we might inspect them for compliance with the submitted plan.

If you should have any additional questions or concerns please contact Tom Bruns at 263-6415.

Sincerely,

  
J. Darrell Bakken, P.E.  
Vice President & Director  
Engineering Department

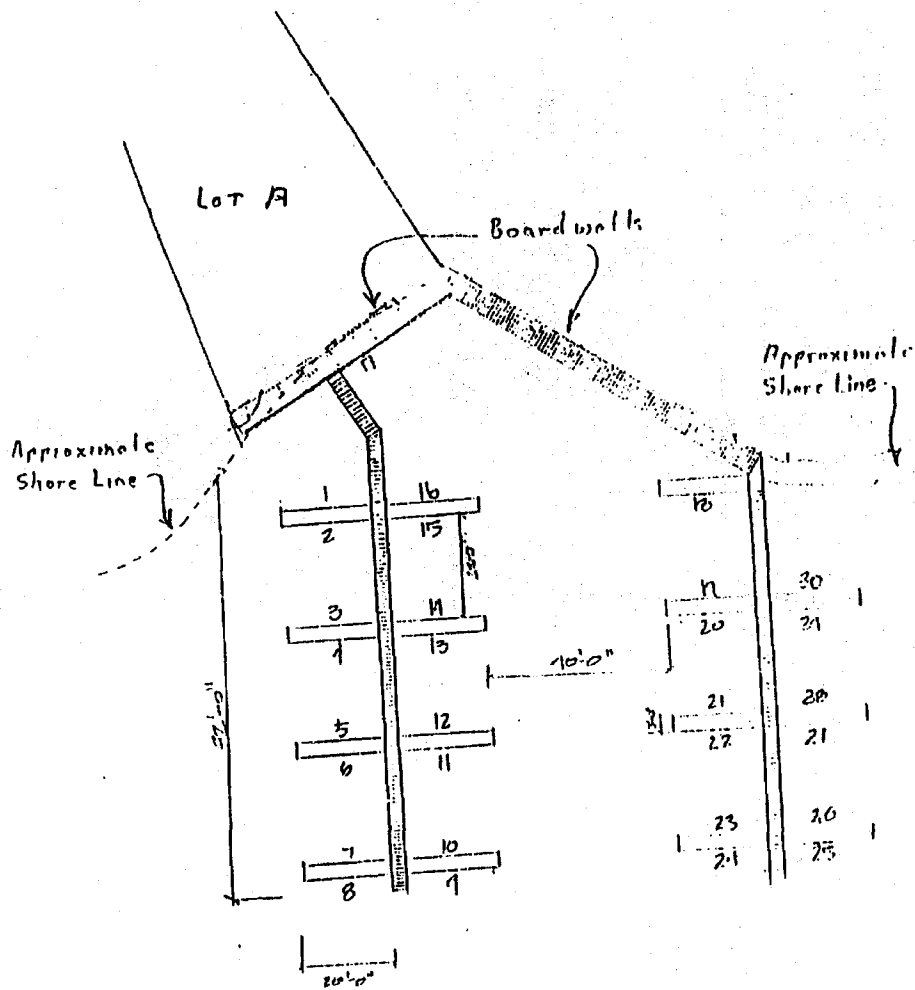
cc: Ted Williams, IWC  
Jane Hlitch, Shorewood

1220 Wisconsin Boulevard - PO Box 1220 - Indianapolis, Indiana 46206 • Telephone: 317-639-1501 • FAX: 317-261-6410

EXHIBIT "A"

9349272





The actual location and dimensions of boat docks are subject to change. The boat dock specifications for the Marina and all waterfront lots shall be approved by the Committee and shall comply with the Indianapolis Water Company's letter and specifications attached and made a part hereto, and all other rules and regulations.

EXHIBIT "B"

9349272



January 5, 1993

Mr. Richard A. Lewis, President  
The Anchorage, Inc.  
706 Tamenend Trace  
Fishers, Indiana 46038

Dear Richard:

This letter responds to your letter of December 10, 1992 concerning the installation of eleven additional boat docks at The Anchorage on Geist Reservoir.

Our Engineering Department has reviewed your revised boat dock plans and finds them to be acceptable in their revised form. As previously mentioned, we would appreciate being notified when the third set of docks are installed so that we might inspect them for compliance with the submitted plan.

It is further agreed that these additional docks will comply with the "Boat Dock Specifications" accompanying your April 26, 1991 correspondence.

If you should have any additional questions or concerns please contact Tom Bruns at 263-6415.

Sincerely,

A handwritten signature in cursive script that reads "J. Darrell Bakken".

J. Darrell Bakken, P.E.  
Vice President & Director  
Engineering Department

cc: Ted Williams, IWC  
Jane Hitch, Shorewood

1220 Waterway Boulevard • P.O. Box 1220 • Indianapolis, Indiana 46206 • Telephone: 317-639-1401 • FAX: 317-261-6418

EXHIBIT "C"

9349272

August 2, 1993

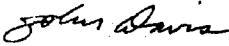
Richard A. Lewis  
The Anchorage, Inc.  
706 Tamenend Trace  
Fishers, IN 46038

Dear Mr. Lewis:

Thank you for submitting the "As-Built" drawings for the boat docks at The Anchorage on Geist Reservoir. They appear to be within the spirit and specifications of your earlier submissions, based upon desktop analysis. Ted Williams will inspect them soon for final determination.

Please find enclosed our new policy concerning dock approvals. While it will not impact the three existing Anchorage docks previously approved, it will apply to any incremental docks.

Very truly yours,



John M. Davis  
Vice President & General Counsel

JMD:llw

cc: Ted Williams, IWC  
Tom Bruns, IWC

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF THE ANCHORAGE

THIS SECOND AMENDMENT to that certain "Declaration of Covenants and Restrictions of The Anchorage" (hereinafter referred to as the "Declaration"), effective as of the 1st day of July, 1994 and dated the 1st of September, 1994, by Richard A. Lewis, the President of the Anchorage, Inc., an Indiana Corporation, the Managing General Partner of The Anchorage Limited Partnership, an Indiana Limited Partnership, and Jack D. Summerlin, the President of Summerlin Realty, Inc., an Indiana Corporation (said entities beq hereinafter referred to as the "Declarant").

1. Recitals.

The following facts are true:

- A. The Declaration was duly recorded in the Office of the Recorder of Hamilton County, Indiana, on July 15, 1991, as Instrument Number 8117649.
- B. The Declaration was amended by "First Amendment to Declaration of Covenants and Restrictions of The Anchorage" recorded in the Office of the Recorder of Hamilton County, Indiana on October 12, 1993, as Instrument Number 9348272.
- C. The Declarant has the unilateral right to amend and revise the Declaration pursuant to the provisions of Article VIII, Section 5(b) of the Declaration.
- D. The Declarant has elected to alter the configuration of the Marina, as described in the Declaration, and to add more boat docks with respect thereto, for the benefit and enjoyment of the lot owners in The Anchorage. Declarant now elects to exercise its right to amend and revise the Declaration to account for such changes to the Marina.

2. Amendment.

Article II, Section 5 of the Declaration is amended to read as follows:

5. The Marina. Declarant shall, in accordance with the specifications provided by the Indianapolis Water Company, a Subsidiary of IWC Resources Corporation (hereinafter referred to as "IWC"), construct certain shoreline amenities to the Lake in a designated area, including a boardwalk with attached boat docks, such boardwalk and boat docks being commonly referred to as the "Marina". Declarant has been granted a revocable, non-exclusive license by IWC to construct a total of fifty (50) boat docks and other shoreline amenities in and along a designated area of the lake adjacent to The Anchorage. The license granted by IWC for the construction of the original proposed Marina and a drawing depicting the Marina, as originally granted by IWC, are attached hereto and incorporated herein as Exhibits "A" and "B" respectively. The subsequent license granted by IWC for the construction and installation of additional boat docks per the "First Amendment to Declaration of Covenants and Restrictions of The Anchorage" is attached hereto and incorporated herein as Exhibits "C" and "D", respectively. The subsequent license granted by IWC for the construction and installation of additional boat docks is attached hereto and incorporated herein as Exhibit "E" and a drawing depicting the revised marina, as subsequently granted by IWC, is attached hereto and incorporated herein as Exhibit "F". The Marina has been constructed in general compliance with the plans and specifications as depicted in Exhibit "F". Subsequent modifications of the Marina are subject to the approval of IWC.

Any lot owner in The Anchorage desiring to be assigned a boat slip for their use and enjoyment, shall first execute a certain sub-license agreements entitled "Boat Dock Agreement", with the Declarant or the Corporation and such agreement shall be in the same form as Exhibit "G" which is attached hereto and made a part hereof for example purposes only.

The boardwalk, or common boat dock, upon construction thereof by the Declarant, will become a part of the Common Area of The Anchorage and will be maintained and operated by the Corporation for the use and benefit of all lot owners within The Anchorage.

The Declarant or the Corporation, through its Board of Directors, shall from time to time adopt rules and regulations for use of the individual boat slips and Marina area by the lot owners in The Anchorage and their guests. Any rule or regulation adopted by the Declarant or the Corporation shall be consistent with the Declaration and any amendment or supplement with respect thereto. In the event of any inconsistency in language in such documents, the Declaration, and any amendments or supplements with respect thereto, shall be controlling.

As part of the maintenance and operation of the Marina, not including those sections of the Marina designated as Common Areas, the Corporation, by its Board of Directors, shall

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allocates for maintenance costs and replacements reserves in the form of a special Marina Assessment to be determined by the Declarant of the Corporation in accordance with Article IV, Section 7(c) and as follows:

All lot owners in The Anchorage who have executed a Boat Dock Agreement with the Declarant or the Corporation for the use and enjoyment of one (1) or more boat slips in the Marina, shall be assessed an annual fee based upon the actual costs of maintenance and operation of the individual boat slips in the calendar year preceding the assessment. Any lot owner who has been granted a sub-lease to use one (1) or more boat slips shall pay their proportionate share of such annual assessment, which shall be determined by dividing the number of boat slips used by the owner by the total number of slips available for use in the Marina. The Declarant shall not be a party to the special Marina Assessment, except as may be provided herein.

3. Effective Date. The foregoing amendment shall be effective as of the date of this Second Amendment is recorded in the Office of the Recorder of Hamilton County, Indiana.

IN WITNESS WHEREOF, this Second Amendment has been executed as of the date first written above.

The Anchorage Limited Partnership,  
an Indiana Limited Partnership

Summerlin Realty, Inc.,  
an Indiana Corporation

Richard A. Lewis  
Richard A. Lewis, President of  
The Anchorage, Inc., an Indiana  
Indiana Corporation, Managing G.P.

Jack D. Summerlin  
Jack D. Summerlin  
President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public, in and for said County and State, personally appeared Richard A. Lewis, President of The Anchorage, Inc., Managing General Partner of The Anchorage Limited Partnership, (hereinafter referred to as "Declarant"), who, having been duly sworn, acknowledged the execution of the foregoing for an don behalf of said Corporation and stated that the representations therein are true.

Witness my hand and Notarial Seal this 27<sup>th</sup> day of August, 1994

My Commission Expires:

My County of Residence:

Lynn R. Rigney  
Notary Public

LYNN R. RIGNEY  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
Printed  
COMMISSION EXPIRES MAY 17, 1997



STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public, in and for said County and State, personally appeared Jack D. Summerlin, President of Summerlin Realty, Inc., (hereinafter referred to as "Declarant"), who, having been duly sworn, acknowledged the execution of the foregoing for an don behalf of said Corporation and stated that the representations therein are true.

Witness my hand and Notarial Seal this 18<sup>th</sup> day of August, 1994

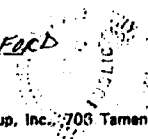
My Commission Expires:

My County of Residence:

Patricia A. Ford

Patricia A. Ford  
Notary Public

PATRICIA A. FORD  
Printed



This document was prepared by Richard A. Lewis, The Lewis Group, Inc., 703 Tamenend Trace, Fishers, IN 46038.

9440895

## BOAT DOCK AGREEMENT

This Boat Dock Agreement (hereinafter referred to as the "Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, husband and wife, (hereinafter, jointly and severally, referred to as "Sub-Licensee") and THE ANCHORAGE LIMITED PARTNERSHIP, an Indiana Limited Partnership, by Richard A. Lewis, President of The Anchorage, Inc., Managing General Partner, (hereinafter referred to as "Licensee"), sets forth the terms and conditions under which Sub-Licensee shall enjoy the use and benefit of the boat dock area located adjacent to the subdivision known as The Anchorage located in Hamilton County, Indiana.

### WITNESSETH:

WHEREAS, The Anchorage is a subdivision located in Fall Creek Township, Hamilton County, Indiana, as per plat thereof recorded as Instrument Number 9117550 in the Office of the Recorder of Hamilton County, Indiana;

WHEREAS, the Declaration of Covenants and Restrictions (hereinafter collectively referred to as the "Declaration"), and the First and Second Amendment to Declaration of Covenants and Restrictions, for The Anchorage were recorded as Instrument Number 9117549, Instrument Number 9348272 and Instrument Number \_\_\_\_\_, respectively, in the Office of the Recorder of Hamilton County, Indiana;

WHEREAS, The Anchorage Homeowner's Association, Inc., (hereinafter referred to as the "Association"), an Indiana Not-For-Profit Corporation, has been formed in connection with the development of The Anchorage;

WHEREAS, Licensee has been granted a revocable, non-exclusive license by the Indianapolis Water Company, a subsidiary of IWC Resources Corporation, (hereinafter referred to as the "Licensor"), to construct a limited number of boat docks and shoreline amenities in and along a designated area of Geist Reservoir which is adjacent to The Anchorage;

WHEREAS, the Licensee and the Sub-Licensee desire to identify the rights, as dictated by the Licensor, and use of such boat docks, and how the costs of maintaining and operating the marina and boat docks shall be allocated; and,

WHEREAS, the layout and designation of boat dock slip numbers for the marina and boat docks is shown as Exhibit "F" in the Second Amendment to Declaration of Covenants and Restrictions.

NOW THEREFORE, in consideration to the mutual terms, covenants and conditions contained herein, the Licensee and Sub-Licensee agree as follows:

1. The Sub-Licensee is record title owner of Lot Number \_\_\_\_\_ in The Anchorage and, as an owner of a lot in The Anchorage, Licensee, as a part of this Agreement, through the revocable, non-exclusive license granted to it by the Licensor, agrees to grant Sub-Licensee the revocable, non-exclusive license to use the common boat docks and the revocable, exclusive sub-license to use Slip Number \_\_\_\_\_, as designated on the attached Exhibit "A", it being acknowledged, understood and agreed that such Slip Number \_\_\_\_\_ shall constitute that area of the water between the common docks, and not the common docks.

2. The Sub-License granted hereunder shall transfer, without Licensee's consent, to all subsequent owners of Lot Number \_\_\_\_\_ in The Anchorage; provided, however, that should Sub-Licensee elect to transfer this sub-license to another owner of a lot in The Anchorage, and provided Sub-Licensee has first obtained the prior written consent of Licensee to make such transfer, such sub-license may not transfer with the change in ownership of Lot Number \_\_\_\_\_.

EXHIBIT "G"

9440895