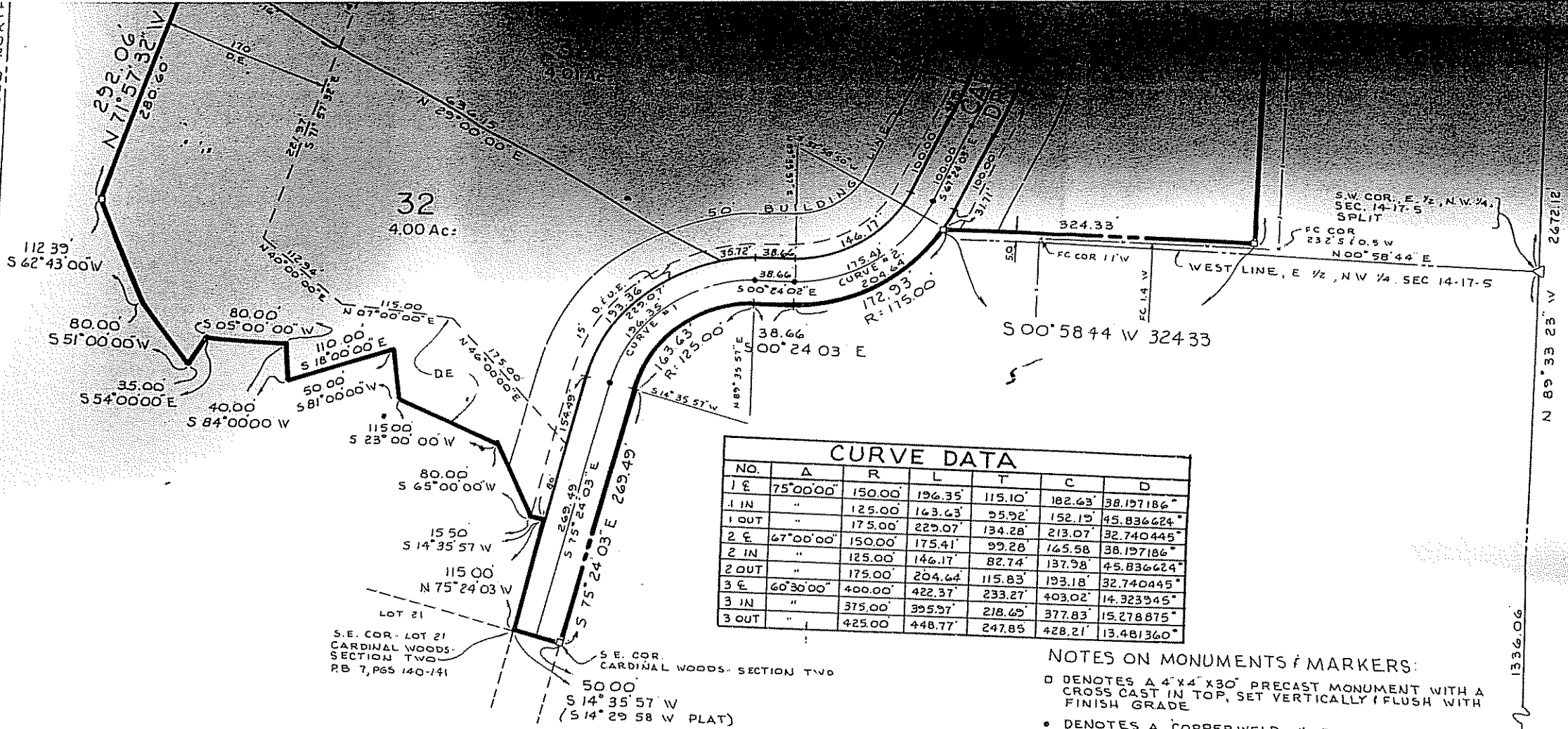


COUNTY ROAD 1000 NORTH



CURVE DATA						
NO.	Δ	R	L	T	C	D
1 E	75°00'00"	150.00	196.35	115.10'	182.63'	38.197186°
1 IN	"	125.00	163.63'	95.92'	152.15'	45.836624°
1 OUT	"	175.00	229.07'	134.28'	213.07'	32.740445°
2 E	67°00'00"	150.00	175.41'	99.28'	165.58'	38.197186°
2 IN	"	125.00	146.17'	82.74'	137.98'	45.836624°
2 OUT	"	175.00	204.64'	115.83'	193.18'	32.740445°
3 E	60°30'00"	400.00	422.37'	233.27'	403.02'	14.323945°
3 IN	"	375.00	395.97'	218.69'	377.83'	15.278875°
3 OUT	"	425.00	448.77'	247.85'	428.21'	13.481360°

NOTES ON MONUMENTS & MARKERS:

- DENOTES A 4"x4" X30" PRECAST MONUMENT WITH A CROSS CAST IN TOP, SET VERTICALLY & FLUSH WITH FINISH GRADE
- DENOTES A COPPERWELD, 1/2" DIA COPPER COATED STEEL ROD 6' LONG WITH A 1 1/2" DIA. TAPERED CAP HAVING A CUT "+" IN TOP SET VERTICALLY & FLUSH WITH FINISH ASPHALT SURFACE COURSE. COPPERWELD SET OVER A 24" LG, 3/8" DIA STEEL RE-BAR
- STEEL PIN MARKERS (MIN. 5/8" DIA., 30" LG.) TO BE SET VERTICALLY AT ALL OTHER CORNERS & INTERSECTING LINES.

SECONDARY PLAT FOR CARDINAL WOODS SECTION THREE

N.W. COR. N.W. 1/4 SEC. 14-17-5
FALLS IN GEIST RESERVOIR -
CALCULATED POSITION

N 00° 56' 37" E 2611.42'
WEST LINE, N.W. 1/4, SEC. 14, T.17N R.5 E

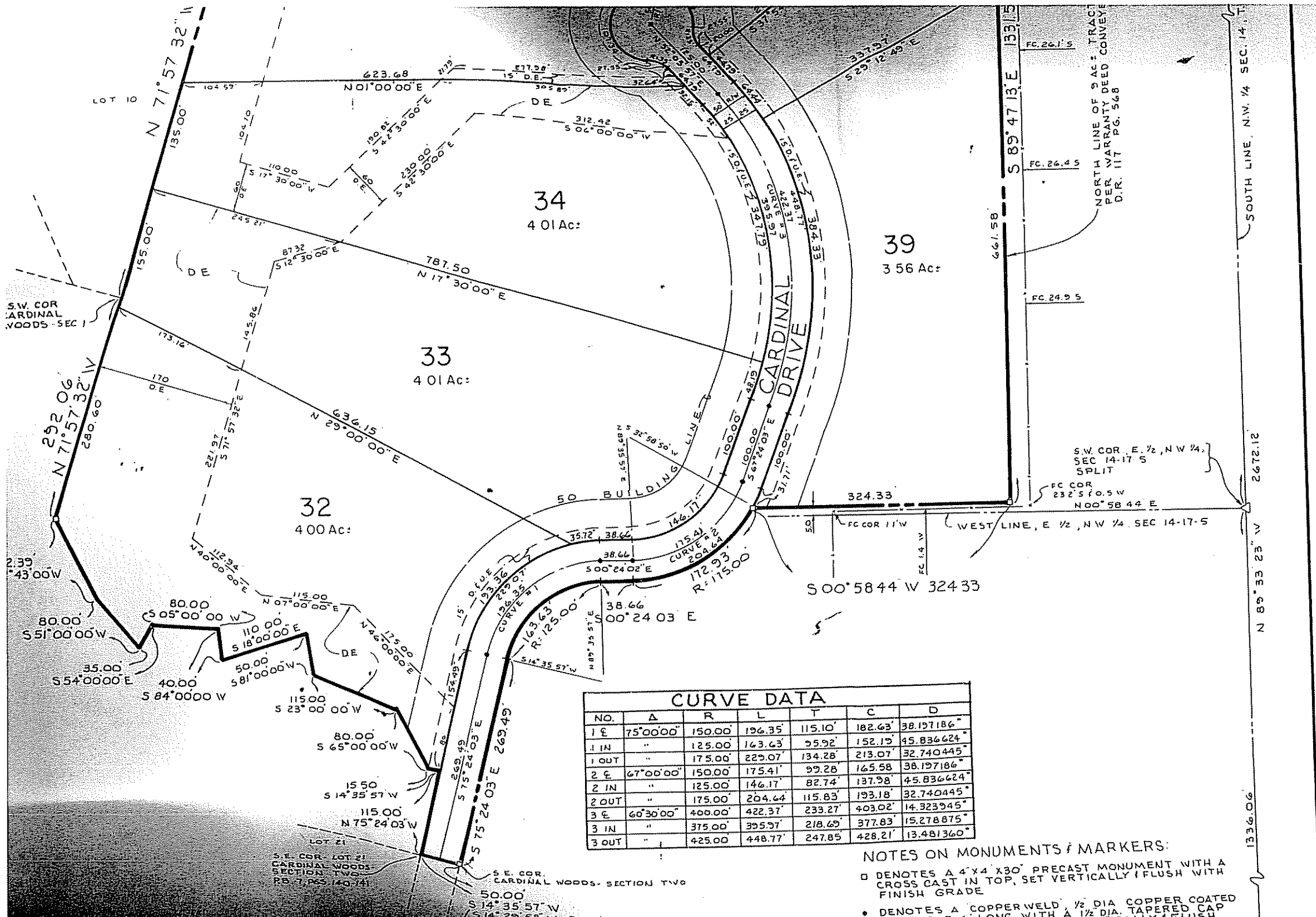
COUNTY ROAD 700 WEST

COPPERWELD IN CONC. FD.
S.W. COR. N.W. 1/4, SEC 14-17-5
PER HANCOCK C S REF.

THIS INSTRUMENT PREPARED BY JAMES E. DANKERT, PRESIDENT OF PAUL I. CRIPE, INC.

SHEET 1 OF 2

P.I.C. # 75062-00300
CARDINAL WOODS - SEC 3



CURVE DATA						
NO.	Δ	R	L	T	C	D
1 E	75° 00' 00"	150.00'	196.35'	115.10'	182.63'	38.197186°
1 IN	"	125.00'	163.63'	95.92'	152.19'	45.836624°
1 OUT	"	175.00'	229.07'	134.28'	213.07'	32.740445°
2 E	67° 00' 00"	150.00'	175.41'	99.28'	165.58'	38.197186°
2 IN	"	125.00'	146.17'	82.74'	137.98'	45.836624°
2 OUT	"	175.00'	204.64'	115.83'	193.18'	32.740445°
3 E	60° 30' 00"	400.00'	422.37'	233.27'	403.02'	14.323945°
3 IN	"	375.00'	395.97'	218.69'	377.83'	15.278875°
3 OUT	"	425.00'	448.77'	247.85'	428.21'	13.481360°

NOTES ON MONUMENTS & MARKERS:


- DENOTES A 4"x4" X30" PRECAST MONUMENT WITH A CROSS CAST IN TOP, SET VERTICALLY & FLUSH WITH FINISH GRADE
- DENOTES A COPPERWELD 1/2" DIA. COPPER COATED STEEL ROD 6" LONG WITH A 1/2" DIA. TAPERED CAP HAVING A CUT 3/4" IN TOP SET VERTICALLY & FLUSH WITH FINISH GRADE. COPPERWELD

I, the undersigned, hereby certify that to the best of my professional knowledge and belief the attached plat accurately represents a survey made under my supervision during February, 1985 of a part of the Northwest Quarter of Section 14, Township 17 North, Range 5 East in Hancock County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of Cardinal Woods-Section One, as per plat thereof recorded in Plat Book 7, pages 94 and 95 in the Office of the Recorder of Hancock County, Indiana (assuming the North line of the said Quarter Section as having a bearing of North 89 degrees 47 minutes 13 seconds West) said Southeast corner of plat, as located during February, 1985, lies North 71 degrees 57 minutes 32 seconds West 0.39 feet from a point on the East line of the said Quarter Section, which point lies South 01 degrees 00 minutes 51 seconds West 1116.22 feet from the Northeast corner of the said Quarter Section; thence North 71 degrees 57 minutes 32 seconds West (North 72 degrees 02 minutes 25 seconds West-plat) along the South line of said Cardinal Woods-Section One 1108.15 feet to the Southwest corner thereof; thence continuing North 71 degrees 57 minutes 32 seconds West 292.06 feet; thence South 62 degrees 43 minutes 00 seconds West 112.39 feet; thence South 51 degrees 00 minutes 00 seconds West 80.00 feet; thence South 54 degrees 00 minutes 00 seconds East 35.00 feet; thence South 05 degrees 00 minutes 00 seconds West 80.00 feet; thence South 84 degrees 00 minutes 00 seconds West 40.00 feet; thence South 18 degrees 00 minutes 00 seconds East 110.00 feet; thence South 81 degrees 00 minutes 00 seconds West 50.00 feet; thence South 23 degrees 00 minutes 00 seconds West 115.00 feet; thence South 65 degrees 00 minutes 00 seconds West 80.00 feet; thence South 14 degrees 35 minutes 57 seconds West 15.50 feet to a point which bears South 75 degrees 24 minutes 03 seconds East 115.00 feet from the Southeast corner of Lot 21 in Cardinal Woods-Section Two, as per plat thereof recorded in Plat Book 7, pages 140 and 141 in said Recorder's Office; thence North 75 degrees 24 minutes 03 seconds West 115.00 feet to the Southeast corner of said Lot 21; thence South 14 degrees 35 minutes 57 seconds West (South 14 degrees 29 minutes 58 seconds West-plat) along the East line of said Cardinal Woods-Section Two 50.00 feet to the Southeast corner thereof; thence South 75 degrees 24 minutes 03 seconds East 269.49 feet to a curve having a radius of 125.00 feet, the radius point of which bears South 14 degrees 35 minutes 57 seconds West; thence Southerly along said curve 163.63 feet to a point which bears North 89 degrees 35 minutes 57 seconds East from the radius point; thence South 00 degrees 24 minutes 03 seconds East 38.66 feet to a curve having a radius of 175.00 feet, the radius point of which bears North 89 degrees 35 minutes 57 seconds East; thence Southerly along said curve 172.93 feet to a point which bears South 32 degrees 58 minutes 50 seconds West from said radius point; thence South 00 degrees 58 minutes 44 seconds West 324.33 feet to the North line of a tract of land conveyed to Robert A. Millikan by Warranty Deed recorded in Deed Record 117, page 568 in the said Recorder's Office; thence South 89 degrees 47 minutes 13 seconds East along the said North line 1331.58 feet to the East line of the said Quarter Section; thence North 01 degrees 00 minutes 51 seconds East along the said East line 758.91 feet to a point which bears South 71 degrees 57 minutes 32 seconds East from the point of beginning; thence North 71 degrees 57 minutes 32 seconds West 0.39 feet to the point of beginning, containing 32.868 acres, more or less.

This subdivision consists of 8 lots numbered 32 through 39 inclusively. The lots and width of the street are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 17 day of APRIL, 1985.


James E. Dankert, R.L.S. #4028

DEDICATION AND PLAT RESTRICTIONS:

Know all men by these presents: That THE SHOREWOOD CORPORATION, owner of the lands shown and described hereon has caused to be made the attached plat entitled **CARDINAL WOODS - SECTION THREE** the same being a subdivision of the Northwest Quarter of Section 14, Township 17 North, Range 5 East, Hancock County, Indiana.

1. That the express purpose of this plat is to subdivide the above property into lots in order to create more suitable sites for development.

DEDICATION AND PLAT RESTRICTIONS:

Know all men by these presents: That THE SHOREWOOD CORPORATION, owner of the lands shown and described hereon has caused to be made the attached plat entitled **CARDINAL WOODS - SECTION THREE** the same being a subdivision of the Northwest Quarter of Section 14, Township 17 North, Range 5 East, Hancock County, Indiana.

1. That the express purpose of this plat is to subdivide the above property into lots in order to create more suitable sites for development.
2. That the official zoning regulations now in effect or as the same may be amended, from time to time, changed or amended applicable to the area within which the subdivision is located shall be observed.
3. That the streets, together with all existing and future planting, trees and shrubbery thereon, as shown on the attached plat are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their successors or assigns the reversion or reversions thereof, whenever discontinued by law.
4. There is hereby created an easement within all areas designated herein as "DRAINAGE AND UTILITY EASEMENT" for the installation and maintenance of all utilities, including without limitations, electricity, telephone services, water and sewer distribution and collection services, and any other utilities or services that may, in the future, be engaged or caused to be installed by the subdivider, its successors or assigns and/or the owners of property within the subdivision; such easement being in favor of the utility or service companies duly authorized to do business within and franchised for, the subject area. NO permanent buildings or trees shall be placed on said areas designated as "DRAINAGE AND UTILITY EASEMENT" but same may be used for garden, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights of, herein described.
5. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private attached garage for not more than three cars.
6. Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structures.
7. No building shall be located on any lot nearer to the front property line or nearer to the side street lines than the minimum building setback lines shown on the plat. No dwelling unit shall be located nearer than fifteen (15) feet to any side lot line. No dwelling unit or outbuilding shall be located nearer than twenty (20) feet to any rear lot line.
8. No dwelling unit shall have a ground floor area of less than 1800 square feet, exclusive of open porches, attached garages and other accessory structures.
9. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All outbuildings must be constructed of materials equivalent to those used in the residential structure.
10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any lot thereof. No boat, trailer, camper, or mobile home shall be parked within twenty-five (25) feet of the front property line of any lot. No garage or basement shall be built for living quarters or no occupancy of unfinished dwellings shall be permitted. No boat, camper, trailer or mobile home shall be permitted to be parked on the street at any time.
11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent; or a sign of any dimensions used by the builder or developer to advertise the property during construction and sales period.
12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition.
14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways 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 them at points twenty-five (25) feet from the intersection of the street lines; or in the case of rounded corners, from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line within the edge of a driveway.

8. No dwelling unit shall have a groundfloor area of less than 1800 square feet, exclusive of open porches, attached garages and other accessory structures.
9. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All outbuildings must be constructed of materials equivalent to those used in the residential structure.
10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any lot thereof. No boat, trailer, camper, or mobile home shall be parked within twenty-five (25) feet of the front property line of any lot. No garage or basement shall be built for living quarters or no occupance of unfinished dwellings shall be permitted. No boat, camper, trailer or mobile home shall be permitted to be parked on the street at any time.
11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent; or a sign of any dimensions used by the builder or developer to advertise the property during construction and sales period.
12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition.
14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways 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 them at points twenty-five (25) feet from the intersection of the street lines; or in the case of rounded corners, from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line within the edge of a driveway. No trees shall be permitted within such distances of such sight lines.
15. From the date of commencement of construction (date building permit is issued) of any dwelling unit on any lot in this subdivision, said dwelling unit shall be completed within one year.
16. An "ARCHITECTURAL COMMITTEE", appointed by the owners, shall review all building plans before commencement of construction.
17. All of the above described realty is subject to the terms and conditions set forth in an instrument entitled "Declaration of Restrictions, Cardinal Woods Subdivision" as recorded in Instrument 85-1690 in the Office of the Recorder of Hancock County, Indiana, and the purchaser of every lot in this section takes title thereto, subject to the rights, duties and other terms set forth in such instrument.

IN WITNESS WHEREOF, THE SHOREWOOD CORPORATION, an Indiana Corporation, has caused these presents to be signed in its corporate name by its President, its corporate seal to be hereunto affixed and attested by its secretary this 17th day of April, 1985.

STATE OF INDIANA)
) SS:
 COUNTY OF HANCOCK)

THE SHOREWOOD CORPORATION

By: Stanley E. Hunt
 Stanley E. Hunt, President

By: John F. Culp
 John F. Culp, Assistant Secretary

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Stanley E. Hunt, President and John F. Culp, Assistant Secretary, respectively of THE SHOREWOOD CORPORATION, an Indiana Corporation, to me well known to be the persons described and who severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned.

WITNESS my hand and seal this 17th day of April, 1985.

Holly J. Lee
 (HOLLY J. LEE), Notary Public

My Commission Expires:

County of Residence:

April 1, 1988



Hamilton

DULY ENTERED
 FOR TAXATION

MAY 1 1985

Irene H. Roman

851765

1985 MAY -1

Irene H. Roman
 HANCOCK COUNTY

78 6829

DECLARATION OF RESTRICTIONS FOR
CARDINAL WOODS SUBDIVISION

THIS DECLARATION, made this 13th day of December, 1978,
by the Storewood Corporation, an Indiana corporation (the "Developer"),

WITNESSETH THAT:

HEREIN, the following facts are true:

The Developer is the Owner of all of the lands described in Exhibit "A" attached hereto and made a part hereof, which lands will be subdivided and known as Cardinal Woods Subdivision (hereinafter referred to as the "Development"), and will be more particularly described on the various plats of Cardinal Woods Subdivision to be recorded in the Office of the Recorder of Hancock County, Indiana, and

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

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

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

A. "Lot" shall mean any parcel of real estate described on a plat of the Development which is recorded in the Office of the Recorder of Hancock County, Indiana.

B. "Approve" is, determinations, permissions or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer by an officer or duly authorized agent thereof.

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

78-6829-37A

RECEIVED FOR RECORD
DEC 19 1978
10:37 AM
James E. Roberts
Recorder Hancock County

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot in the development is a residential lot and shall be used exclusively for single family residential purposes and no lot shall contain more than one single family residence. No structure shall be erected, placed or permitted to remain upon any of said residential lots unless approved by the developer, its successors or assigns.

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

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

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, car ports, accessory buildings, or basements shall be eighteen hundred (1,800) square feet.

B. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the development shall be of material other than tar paper, galvanized siding or any other similar material.

C. Heating Plants. Every house in the development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

D. Diligence in Construction. Every building whose construction or placement on any residential lot in the development is begun shall be completed within one (1) year after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

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

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

78-1-6329

78 6829

(1) Move such portion of the lot upon which grass has been planted at such times as may be reasonably required.

(ii) Remove all debris or rubbish.

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

(iv) Cut down and remove dead trees.

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

G. Developer's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefor to the Developer shall be collected in any reasonable manner from the Owner. Neither the Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

A. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisances. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Developer). By purchase of a lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Developer in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

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

B. Construction of Septic Systems. All septic systems on the lots shall be designed and constructed in accordance with the provisions and requirements of the Hancock County Board of Health.

GENERAL PROHIBITIONS.

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

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

783-0329

C. Mobile Homes: No Owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a mobile home or exhibit house without permission to do so from the Developer.

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

E. Ditches and Swales: It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All Owners, if necessary, shall install driveway culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Developer, the Hancock County Highway Department, its successors or assigns. The size and location of the culverts to be installed must be specified on the plot plan as required by Paragraph 6 of these Restrictions and shall be subject to the approval of the Developer.

F. Ownership and Maintenance of Boat Docks and Common Area: The Developer intends to reserve a parcel of real estate with frontage on Geist Reservoir as a Common Area for the ownership, use, benefit and enjoyment of the owners of lots in the Development. The use of the Common Area shall be solely as an open or green area and shall be subject to all of the terms and conditions set forth in a License Agreement recorded October 22, 1970, as Instrument No. 70-2811 in the Office of the Recorder of Hancock County, Indiana, and a Release and Modification Agreement recorded October 22, 1970, as Instrument No. 70-2810 in the Office of the Recorder of Hancock County, Indiana. The Developer intends to deed to each owner of a lot in the Development an undivided interest in said Common Area at the time that all of the lots in the Development are sold by the Developer. The total number of owners of the Common Area will be equal to the total number of lots in the Development, which number is not known at this time. The Developer further intends to install boat docks adjacent to the Common Area extending into Geist Reservoir for the ownership and use of the owners of lots in the Development. The Developer reserves the right to install such boat docks at any time that it deems appropriate and the Developer will convey a bill of sale to each lot owner in the Development for an individual boat dock at the time of installation. The maintenance of the Common Area and boat docks shall be the responsibility of the respective owners thereof.

G. APPROVAL OF PLANS BY THE DEVELOPER.

(1) Generally, no dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Developer. Such approval shall be obtained only after written application has been made to the Developer by the Owner of the lot requesting authorization from the Developer. Such written application shall be in the manner and form prescribed from time to time by the Developer, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all

78-6829

improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, properly and clearly designated. Such plot plan shall include location of private sewage disposal system and water well. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Developer may require.

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

78 6829

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

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

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

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

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

(v) Liability of Developer. Neither the Developer 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.

(vi) Inspection. The developer has the right but not the obligation to inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

7. REMEDIES

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

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

78-6829

8. EFFECT OF BECOMING AN OWNER.

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

9. TITLES

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used in aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

10. DURATION

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2000, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. 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 not affect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Restrictions to be executed as of the day and year first above written.

THE SHOREWOOD CORPORATION

By *Stanley E. Hunt*
Stanley E. Hunt, President

Philip W. Klingar
Philip W. Klingar, Secretary

78-6829

78 6529

EXHIBIT A

LEGAL DESCRIPTION

FIFTY-SEVEN AND TWO-THIRDS (57-2/3) ACRES OFF OF THE NORTH END OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION FOURTEEN (14), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIVE (5) EAST, AS RECORDED IN DEED BOOK 125, AT PAGE 147 IN THE OFFICE OF THE RECORDER OF HANCOCK COUNTY, INDIANA.

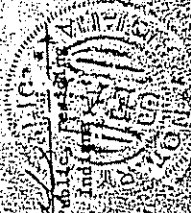
78-6529-1

62829 81

STATE OF INDIANA)
COUNTY OF HAMILTON)

I, before me, a Notary Public in and for said County and State, personally appeared Stanley E. Hunt and Philip W. Klingler, the President and Secretary, respectively, of The Shorewood Corporation who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of The Shorewood Corporation.

Witness my hand and Notarial Seal this 11th day of December, 1978.



Cheryl Graf
Cheryl Graf, Notary Public,
in Hamilton County, Indiana

My Commission Expires May 30, 1980.

This instrument was prepared by Hayes T. O'Brien, attorney at law.

78-63329