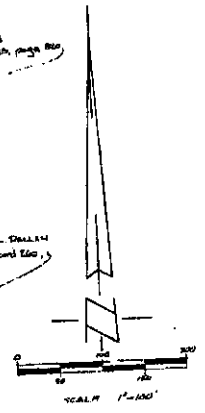


CURVE DATA						
Curve	A	R	L	C	T	D
1	37°28'55"	297.05	290.72	251.75	120.07	840.726
2-A	87°00'00"	261.70	192.15	101.81	97.00	10.20124
2-B	"	250.70	184.35	103.20	98.17	11.70484
3-E	87°00'00"	199.00	142.81	72.00	16.60	11.64127
3-A	"	200.20	141.60	70.67	17.54	10.84408
3-B	"	200.20	141.60	70.67	17.54	12.50353
4-A	87°00'00"	102.77	80.64	39.00	10.00	10.20124
4-B	"	102.77	80.64	39.00	10.00	12.50353
5-A	60°30'00"	130.70	102.00	100.00	10.00	10.20124
5-B	"	130.70	102.00	100.00	10.00	12.50353
6-A	10°00'00"	259.40	249.25	20.17	22.40	24.45812
6-B	"	259.40	249.25	20.17	22.40	20.11806

Robert F. & Joan L. Shellen
 Twp. 4 N, R. 10 W, Sec. 12, page 104

John C. & Carol L. Shellen
 Twp. 4 N, R. 10 W, Sec. 12, page 104



NOTE: □ DENOTES CONCRETE MONUMENT WITH CUT CROSS.
 IRON PIPE MARKERS TO BE SET AT ALL OTHER CORNERS
 AND INTERSECTING LINES.
 ** DENOTES "COPPERWELD" 1/2" DIA. COPPER COATED STEEL
 ROD 36" LONG WITH 1/2" DIA. TAPERED CAP WITH 1/2" IN TOP
 SET VERTICALLY AND FLUSH WITH FINISH COURSE ASPHALT.

5804
 RECEIVED FOR RECORD
 AT 11:50 O'CLOCK A.M.

DEC 10 1976

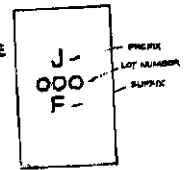
BOOK 6 PAGE 66-67
James M. [Signature]

NORTH HARBOUR SECTION TWELVE RECORD PLAT

DAILY PROPERTY TAXATION

Barbara [Signature]
 Planning Council

MINIMUM LIVING SPACE
 REQUIREMENTS
 PREFIX J - 5000 SQUARE FEET
 MINIMUM BUILDING
 COMPLETION TIME
 SUFFIX F - NONE



TYPICAL LOT

Lot Numbered three hundred and ninety-seven (397) in North Harbour, Section Twelve (12), as per plat thereof recorded in Plat Book 6, pages 66-67 in the Office of the Recorder of Hamilton County, Indiana.

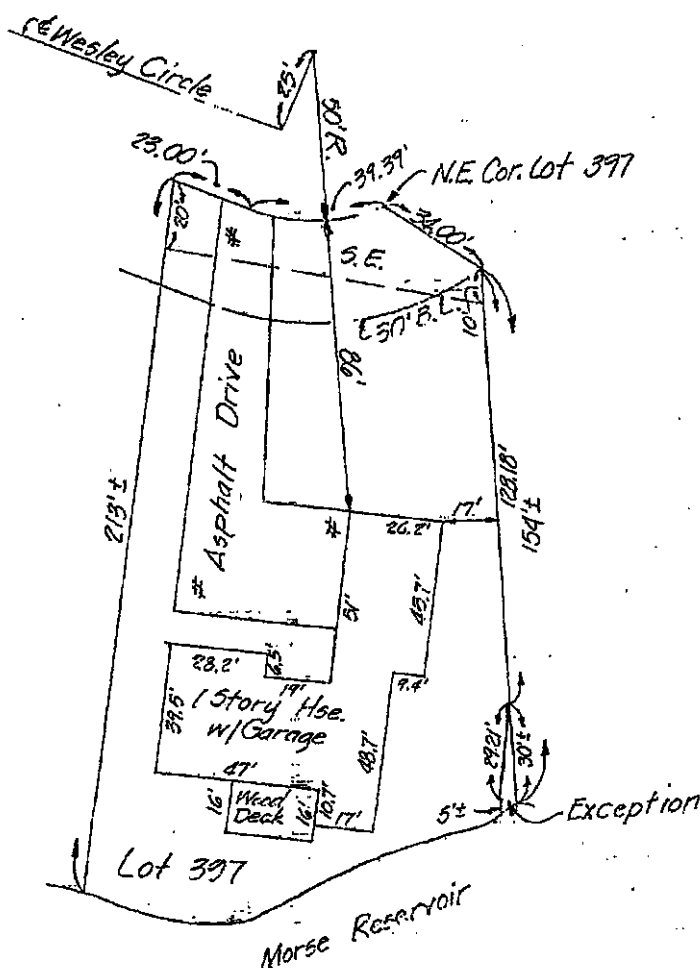
Except:

Part of Lot 397 in North Harbour - Section Twelve, the plat of which was recorded December 10, 1976 in Plat Book 6, pages 66 and 67 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the said lot; thence south 54 degrees 30 minutes 00 seconds East along the Easterly line of the said lot, 34.00 feet to an angle point; thence South 02 degrees 00 minutes 00 seconds East along the Easterly line of the said lot, 128.18 feet to the Place of Beginning; thence South 04 degrees 00 minutes 00 seconds West 29.21 feet; thence South 02 degrees 00 minutes 00 seconds East 5 feet more or less to the shore line of Morse Reservoir as shown on said plat; thence Easterly along the said shore line as shown on said plat to the Southeast corner of the said lot; thence North 02 degrees 00 minutes 00 seconds West along the East line of the said lot 30 feet more or less to the place of beginning.

Verify that the subject ^{residence} property is not located in a Special Flood Hazard Area as established by the Department of Housing & Urban Development - Federal Insurance Administration.

Note: Distances from buildings to property lines are approximate.



Note: This Inspection was prepared for MORTGAGE PURPOSES ONLY and is not represented to be a property line survey. The property corners were not marked. Do not use for establishing fence or property lines.

Prepared for: Arsenal Savings Association

Re: Robert H. & Phyllis J. Freeman

Property Address: 117 Wesley Circle

See attached sheet for legal description.

the plat of which is recorded in _____
in the Office of the Recorder of Hamilton County, Indiana.

I hereby certify that the buildings are situated entirely within the boundaries of the above described real estate and that the buildings on the adjoining properties do not encroach upon said real estate.

The map of the Hamilton County Drainage Board and a visual inspection do not indicate that the real estate is within the statutory easements of a legal drain.

84-603

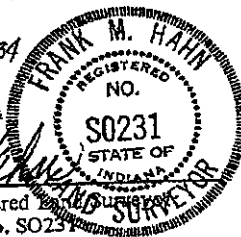
Revised Legal: 8-29-84

Certified: July 25, 1984



Frank M. Hahn & Associates, Inc.
Engineers & Surveyors
98 E. 102nd Street
Indianapolis, IN 46280
Phone: 846-4119

Frank M. Hahn
Frank M. Hahn, Registered Professional Engineer
Indiana No. SO231



D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record between the Indianapolis Water Company and the Developer, recorded in Book 121, Instrument

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

B. Residential Use of Accessory Buildings. No accessory out-buildings shall be erected on any residential lot prior to the erection of a single family dwelling house, and in no event shall any such accessory out-building or structure be constructed upon a residential lot under these provisions except as provided in this section.

A. In General. Every numbered lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to be placed on any residential lot except a single family dwelling house. All buildings as are usually designated by the Developer as residential buildings and located within the Development which have been designated by the Developer as residential buildings shall be used for residential purposes and shall be used in accordance with the restrictions and or commercial in nature and shall be used for residential purposes and use designated by the Developer. The Developer reserves the right to change the use of any lot in the future and, when necessary, to apply to the appropriate governmental body for such change of use needed to accommodate the Developer's plans.

2. CHARACTER OF THE DEVELOPMENT.

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

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

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

DECLARATION

Development shall be all improvements on the lot and any improvements placed thereon in such manner as to be covered by the lot of improvement from becoming unseparably and specifically, such owner shall...
H. Prohibition of Use of Structures. All structures constructed or placed on any numbered lot in the Development shall be relocated or placed on any such lot.

Cost Basis in the Lot. The cost basis in the lot in the manner set forth in this Declaration shall be the right to receive the lot until the time that a house is not complete upon the lot. The Developer shall be designated on the record as the owner of the lot until the time that the house is ready for habitation. The time in which the house is to be completed shall be the time of such completion. No improvement which is destroyed by fire or other means within six (6) months of the beginning of such construction or placement shall be deemed to have been destroyed.

F. Diligence in Construction. The finished exterior of every building shall be completed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

G. 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. Exterior Construction. The finished exterior of every building shall be completed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

Trees growing upon it by the time the house is completed, and if this requires plantings by the Owner, the Committee must approve the size and location of such trees.

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

at the times when refuse collection are being made. as not to be visible from any street within the development at any time, except rubbish or garbage shall be installed underground or shall be so placed and kept below the surface of the ground. Every outdoor receptacle for ashes, trash, of fuel that is installed outside and within the development shall be buried

CHICAGO TITLE

shall any such owner accumulate or permit the accumulation on or near of such refuse on his lot except as may be permitted in subparagraph 2 below. All houses built in the development shall be equipped with a garbage disposal unit. refuse on his lot except as may be permitted in subparagraph 2 below. All houses built in the development shall be equipped with a garbage disposal unit.

upon upon horse reservoir. in the development, the of any street in the development, or to persons parked in such a manner that the of other lots. right of longer storage, any, as the same shall be

D. Vehicle Parking. No cars, trucks or other motor vehicles shall be parked on any street in the development. No other vehicles shall be parked on any street in the development. No other vehicles shall be parked on any street in the development. No other vehicles shall be parked on any street in the development.

C. Animals. No animals shall be kept on any lot in the development except the usual household pets, such as dogs, cats, birds, and fish, which shall be kept in such a manner as to be a nuisance. No animals shall be kept on any lot in the development except the usual household pets, such as dogs, cats, birds, and fish, which shall be kept in such a manner as to be a nuisance.

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

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

5. GENERAL PROHIBITIONS. B. Construction of Sewerage Lines. All sanitary sewerage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service line shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

3. Any time so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or owners of that lot. Such charge shall bear interest at the rate of 6% per annum until paid in full. If, in the opinion of the Developer, such charge has remained due and payable for an unreasonably long period of time, the Developer may, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted

4. All operation of the Horse Reservation pursuant to a license that shall be exercised in accordance with the restrictions made by the joint committee of the Developer and the Indianapolis Water Company made according to the procedures set out in the License agreement recorded in Book 121, Instrument No. 4863, in the office of the Recorder of Hamilton County, Indiana. That committee shall have the power to assess fines for the violation of any limitations on Horse Reservations, and which shall become a charge upon the lot owned by the person against whom the fine is assessed.

5. USE OF THE RESERVATION

Whenever two or more contiguous lots in the development shall be owned by the same person and the Owner shall file a written application with the Committee for a site for a building or other structure on such said lots as a site for a building or other structure on such said lots, a use shall be granted for the lot, and the Committee shall have the power to assess fines for the violation of any limitations on Horse Reservations, and which shall become a charge upon the lot owned by the person against whom the fine is assessed.

6. RULES GOVERNING BUILDING REGULATIONS

The Committee may inspect work being performed with the permission to assure compliance with these restrictions and applicable regulations.

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

8. E. Inspection. The Committee may inspect work being performed with the permission to assure compliance with these restrictions and applicable regulations.

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

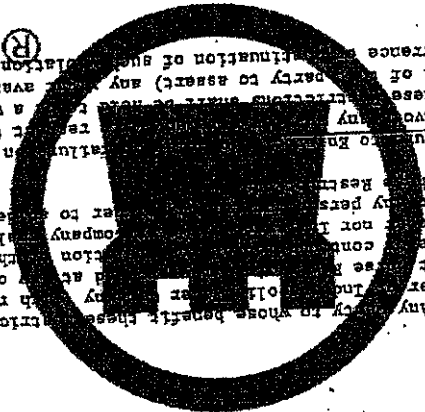
The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them

11. TITLES

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

10. EFFECT OF RECORDING AN OWNER

these Restrictions. the occurrence, recurrence or continuation of such violation or violations of party (or an estoppel of party to assert) any party available to him upon aggrieved party to limit any party to a violation of B. Delay or failure to enforce or carry out any of these Restrictions or damages of any kind to any party, but neither the Developer nor the company shall be liable for prevent the occurrence of these Restrictions, including the Developer, and any person or in equity to A. In general, any person who acquires an interest in these Restrictions inure, including the Developer, and any person or in equity to

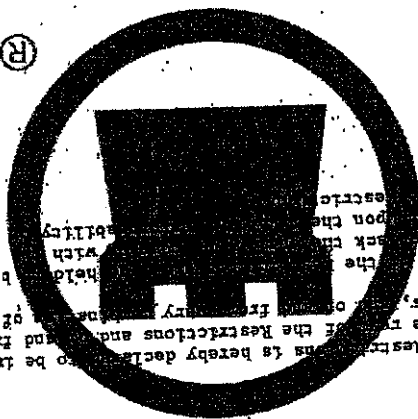


9. REMEDIES

of the Restrictions. pay the Developer all times that shall be made pursuant to this paragraph B notified that by the act of acquiring, making such purchase or acquiring Every person who shall become an Owner of a lot in the Development is hereby time of the acquisition of such interest are valid liens and shall be paid interest agrees, that any such liens which may exist upon said lot at the as an Owner or otherwise, is hereby notified, and by acquisition of such Development and any person who may acquire any interest in such lot, whether by the Developer in collecting the same. Every Owner of a lot in the be obliged to pay any expense or costs, including attorneys' fees, incurred

CHICAGO TITLE

®



Therefore, if any the held be unavailable to land, that holding "turning" quality shall be without effect upon the restrictive of any other one of the restrictive

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

11. SEVERABILITY.

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

12. DURATION.

shall be used as an aid to the construction of any provision of the Restriction. However 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.

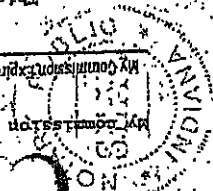
40 126 126

This instrument was prepared by Robert N. Davies, attorney at law.

My commission expires March 29, 1978

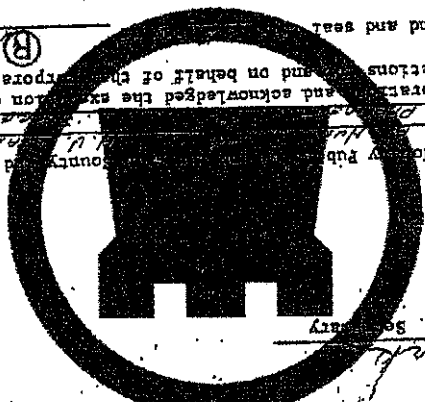
My commission expires:

CHICAGO TITLE

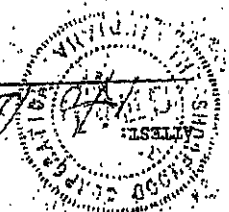


Witness my hand and seal _____ 1971.

Before me, a Notary Public in and for the State of Indiana, personally appeared _____ and acknowledged the execution of the foregoing Declaration of Restrictions and on behalf of the Corporation, _____



STATE OF INDIANA
COUNTY OF MARION

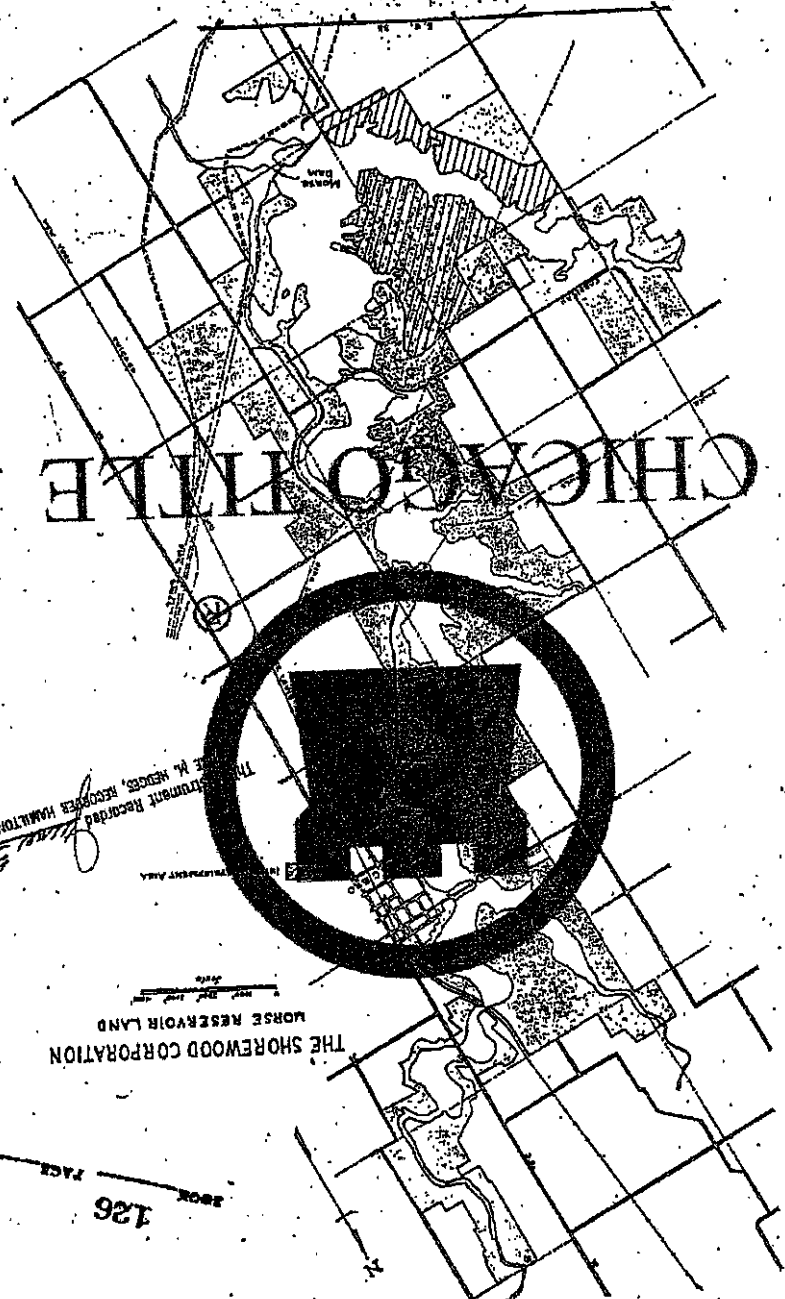


BY Stacy S. [Signature]

THE SHOREWOOD CORPORATION

IN TESTIMONY WHEREOF, Witness the signature of the Declarant this _____ day of _____, 1971.

126 41



CHICAGO ILL

1877
 50
 Deed Recorded
 M. HERRS, RECORDER HAMILTON COUNTY, MO.

THE SHOREWOOD CORPORATION
 HORSE RESERVOIR LAND

126
 42
 PAGE

EXHIBIT "A"

Map

For acceptance of Declaration of Covenants and Restrictions see Book 172 Page 581-587 Parcel 5-7-81

For Acceptance of Declaration of Covenants and Restrictions see Book 168 page 326

RECEIVED FOR RECORD

JUN 16 2 40 PM '81
MARY L. CLARK
RECORDER
HAMILTON CO., IND.

THIS DECLARATION MADE BY THE UNDERSIGNED OWNERS (ALL HEREINAFTER REFERRED TO AS "DECLARANTS") OF LOTS IN SECTION ONE THROUGH SECTION NINE INCLUSIVE AND SECTION ELEVEN THROUGH SECTION SEVENTEEN INCLUSIVE OF NORTH HARBOUR, ALL SUCH SECTIONS BEING ADDITIONS TO THE CITY OF NOBLESVILLE IN HAMILTON COUNTY, INDIANA (SUCH SECTIONS HERINAFTER REFERRED TO AS "NORTH HARBOUR")
Reference to Book 172 Pg. 581-587

WHEREAS, DECLARANTS ARE THE OWNERS OF THE NUMBERED LOTS IN NORTH HARBOUR AS HERINAFTER SET OPPOSITE THEIR RESPECTIVE SIGNATURES; AND
See Book 172 Page 581-587

WHEREAS, THE SHORELAND CORPORATION, AN INDIAN CORPORATION, IS THE OWNER OF CERTAIN OTHER UNPLATTED REAL ESTATE IN THE AREA OF NORTH HARBOUR, AND THE DECLARANTS OF THE LIMITS OF THE CITY OF NOBLESVILLE, INDIANA, THE DECLARANTS, THE DECLARANTS OF CERTAIN RESTRICTED COVE- NANTS AND RESTRICTIONS APPLICABLE TO LOTS IN THE SECTION OF NORTH HARBOUR PLATTED AND WHICH RESTRICTIONS MAY BE EXTENDED TO LOTS WHICH MAY HERE- AFTER BE PLATTED AS ADDITIONS TO NORTH HARBOUR; AND
Reference to Book 172 Page 581-587

WHEREAS, CERTAIN OF THE DECLARANTS HAVE CAUSED A CORPORATION TO BE FORMED AND KNOWN AS NORTH HARBOUR PROPERTY OWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS "CORPORATION") AND *Reference to Book 172 Page 581-587*

WHEREAS, CORPORATION IS A LEGAL ENTITY EMPOWERED TO TAKE TITLE TO LAND AREAS BOTH WITHIN AND WITHOUT THE PLATTED SEC- TIONS OF NORTH HARBOUR AND ANY OTHER PROPERTY OR PROPERTY INTERESTS, SUCH CORPORATION HAVING AMONG ITS PURPOSES THE DUTY OF MAINTAINING, IMPROVING, MANAGING AND CONTROLLING ALL SUCH AREAS AND PROPERTIES ACQUIRED BY IT FOR THE PURPOSE



BOOK 163

DECLARATION OF COVENANTS AND RESTRICTIONS

See Book 168 page 326
18020
Parcel 5-8-81
Parcel 5-7-81
Parcel 5-7-81
Parcel 5-7-81

See acceptance of Declaration of Covenants & Restrictions Book 172 Page 581-587 Parcel 5-7-81

See Additional Acceptances see Book 168 page 326

See additional Acceptances see Book 168 page 326

assessment shall not exceed \$50.00 per year.
Year. Except as provided in paragraph 4 below, the annual
and shall be payable on or before the 1st day of May of each
The annual assessment shall be fixed by the Corporation
Section 4. Amount of Annual Assessment.

Noblesville, Indiana.
swimming pool, tennis courts located at Cleason Road,
used for the purchase of the North Harbor Club house,
will be levied for, nor will any funds of the Corporation be
by the Corporation; provided that no assessments
for the maintenance, repair and replacement of property owned
its duties; and for the maintenance of the Corporation's reserves
and costs incurred by the Corporation in the performance of
Articles of Incorporation and the Corporation's bylaws and the
the Corporation shall be set for the Corporation's operation and the
performance of the Corporation's duties and powers of
and maintenance of the Corporation's properties for the
their families; for the education, maintenance, operation
recreation, health, safety and welfare of the members and
Corporation shall be used exclusively to promote the
A. General and special assessments levied by the

Section 3. Purpose of Assessments.
lot at the time when the assessment becomes due.
personal obligation of each person who is an owner of such
collection thereof as hereinafter provided, shall also be the
such assessment, together with interest thereon and costs of
on the lots against which such assessment is made. Each
on the lots of each member and shall be a continuing lien up-
collection thereof as hereinafter provided, shall be a charge
assessments, together with interest thereon and cost of
time to time as hereinafter provided. The annual and special

date of delinquency at the rate of eight percent (8%) per delinquency date, the assessment shall bear interest from the assessment is not paid within thirty (30) days after the personal obligation of any successor in title. If an statute of limitations but shall not be or become the shall remain his personal obligation until barred by the and devisees. The personal obligation of the then owner which shall bind such lot of such owner, his assigns, heirs as hereinafter provided, shall become a continuing lien on such lot, shall, together with interest and costs of collection, be a lien in equity when due, then such assessment shall become delinquent and If an assessment is not paid by a lot owner on the date

Section 8. Effect of Payment of Assessment.
May 1, 1980.

The date of payment of assessment shall be the date of payment of assessment.

Section 7. Date of Special Assessment.

assessment. to members of the corporation or for such special levied unless two-thirds of the members of the corporation levied for such special assessment will be calendar year shall not exceed the amount of the annual that the amount of any special assessment levied in any deems of benefit to the member lot owners; provided however, facilities or for such other purposes as the corporation homeowners, constructing additional recreational or social the purpose of acquiring property, providing security for the corporation may levy in any year a special assessment for In addition to the annual assessment provided for above,

Section 6. Special Assessments.

Increase the assessment. shall be the amount that the Corporation can increase the dues or \$50.00 (whichever is less) preceding the Corporation's determination to

BOOK PAGE 163 409

annum and the Corporation may bring an action of law against the owner personally obligated to pay the same or to fore- close the lien against such lot, and there shall be added to the amount of such assessment interest as above, costs and reasonable attorneys' fees.

Section 9. Subordination of the Lien to Mortgages.

The Lien of the assessment provided for herein shall be subordinated to the Lien of any mortgage or mortgages now or

hereafter placed upon a lot subject to assessment. The

foreclosure of a superior mortgage or Lien shall not relieve a lot from liability for any assessment thereafter becoming

due nor from the Lien of any subsequent assessment.

Section 10. Junior Lien.

If a lot subject to the Lien of assessment provided for herein shall become subject to the Lien of a mortgage or

deed of trust (1) the Lien of the assessment shall not operate to affect or

deed of trust; and (2) the Lien of the assessment shall not operate to affect or

of the foreclosure of the mortgage or deed of trust in Lien

operate to affect or impair the Lien of the assessment as shall

have accrued up to the foreclosure of the assessment, but the acceptance of the

deed in Lien of foreclosure shall be subordinate to the Lien

of the mortgage or deed of trust in the assessment provided for herein

chases of deed in the Lien of the assessment provided for herein

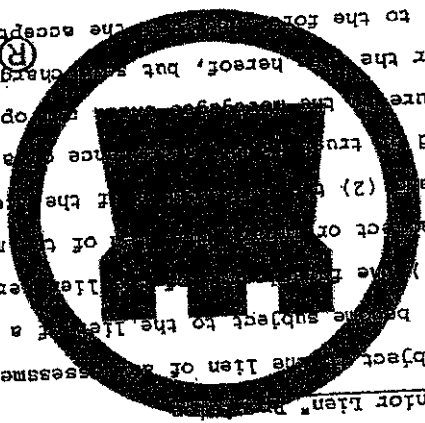
Lien hereof for all such charges that have accrued up to the

time of the foreclosure or deed given in Lien of foreclosure,

but subject to the Lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in

Lien of foreclosure.

CHICAGO TITLE



ARTICLE II

General Provisions

BOOK 163 PAGE 111

Section 1. Use and Enjoyment.

Members of the Corporation in good standing shall have

the right to use and enjoy the Corporation properties.

Section 2. All Lots Bound.

The covenants and restrictions of this Declaration shall

run with and bind the lots owned by members of the Corpor-

ation, and shall inure to the benefit of and be enforceable

by the Corporation and each of the owners of any of the lots,

their respective legal representatives, successors, heirs,

and assigns for a term of thirty-five (35) years from the

date of the recording of this Declaration of Covenants, after

which time said covenants shall be automatically extended for

successive ten-year periods unless terminated by a vote of

two-thirds of the membership.

Section 3. Provisions

Invalidation of any covenants or restric-

tions by judgment or court order shall not affect any

other provision hereof, covenants and restric-

(R)

tions shall remain in full force and effect.

Section 4. Lots and Owners

The undersigned owners of the lots set opposite their

signatures below join in the execution of this Declaration to

evidence their approval hereof and to make and render the

provisions hereof binding upon them and covenants running

Section 5. Future Membership.

An owner of a lot in North Harbour desiring to subject

his lot to the terms and provisions of this Declaration may

do so by executing a separate instrument which shall be

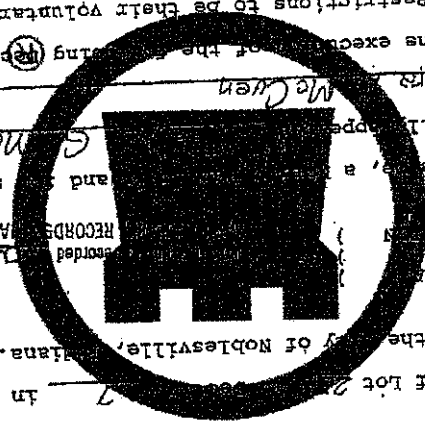
placed of record in the Office of the Recorder of Hamilton

County, Indiana. Upon recordation of such instrument, such

BOOK 163 PAGE 412

person shall become a member of the corporation and his lot or lots shall thereby become subject to the terms and provisions of this Declaration in all respects, the same as if such owner had signed this Declaration.
IN WITNESS WHEREOF, the undersigned have executed this Declaration with separate acknowledgments on this page and pages following as of the 24th day of October, 1980.

Stephen G. McCuen
Sandra L. McCuen



As owners of Lot 2, Block 7, in North Harbor, Indiana. In addition to the City of Noblesville, Indiana.

STATE OF INDIANA
COUNTY OF HAMILTON
RECORDED
M. 16

Before, a and said County and State, personally appeared
Sandra L. McCuen

and who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions to be their voluntary act and deed.

CHICAGO TITLE

My Commission Expires: FEB. 3, 1984
Printed: ROBERT D. EPPINK
Residing in Hamilton County, Indiana.
Notary Public

This instrument prepared by John M. Kyle, Attorney at Law.