



**Chicago Title Insurance Company**  
Indianapolis Metro Offices  
Telephone (317) 684-3800



## **COVENANTS AND RESTRICTIONS**

# **NORTH HARBOUR SEC 19**

**(Hamilton County, IN)**

***The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.***

***The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.***

***DOS=8-12-09***

Law Modification Act No 15875 Rev. 6-29-90  
 9012377 Thu. 7-11-90  
 Gov. Enment. Act 9014727 - Rev. 6-20-90

# SECONDARY PLAT OF

# NORTH HARBOUR SECTION NINETEEN

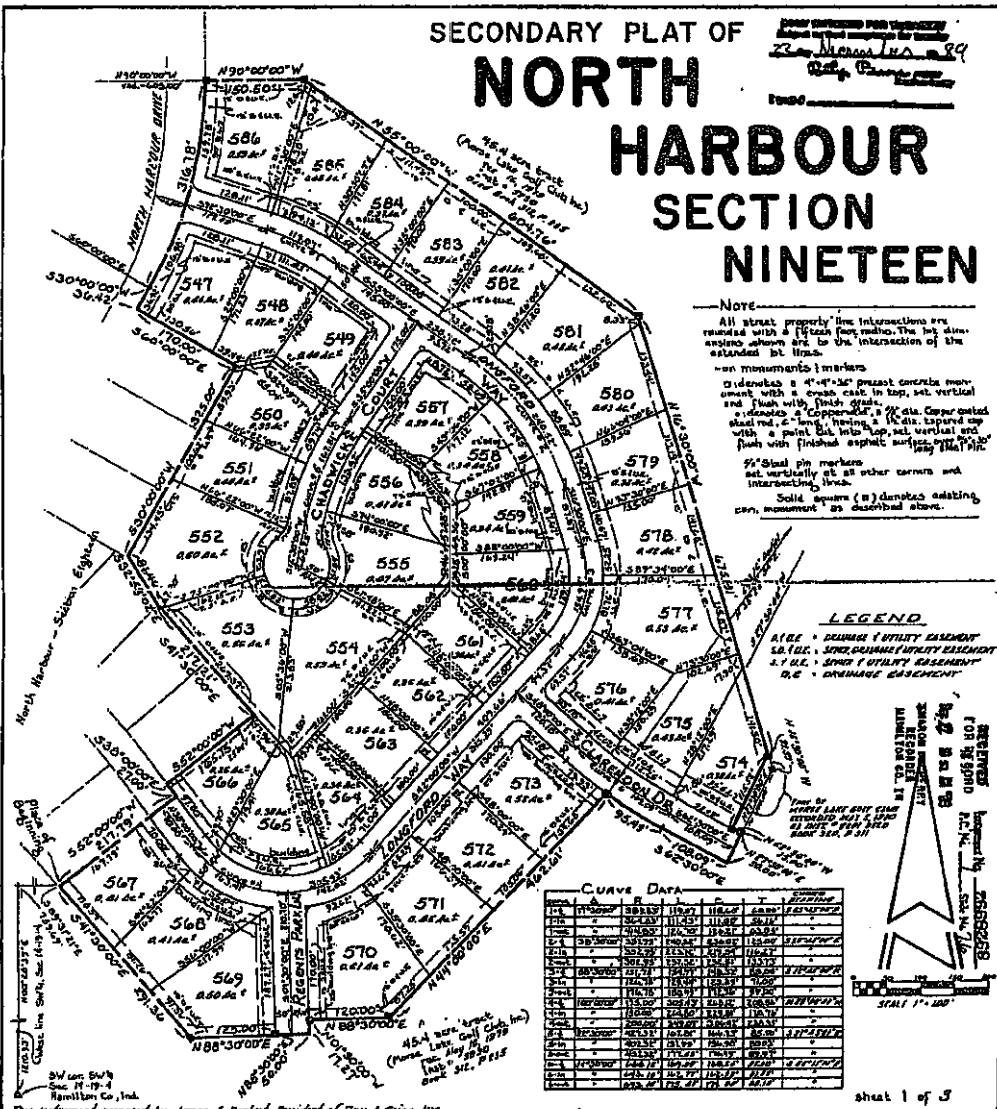
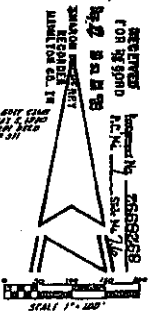
PREPARED FOR THE  
 City of San Francisco  
 Public Works Department  
 1988

**Note:**  
 All street property line intersections are rounded with a fifteen foot radius. The lot dimensions shown are to the intersection of the extended lot lines.  
 Monument markers:  
 (1) denotes a 4" x 4" x 36" precast concrete monument with a cross mark on top, set vertical and flush with finish grade.  
 (2) denotes a copper pipe, 1/2" dia. capped and shaded red, 6" long, having a 1/2" dia. tapered top with a point set into top, set vertical and flush with finished asphalt surface.  
 (3) Steel pin markers set vertically at all other corners and intersecting lines.  
 Solid squares (■) denotes existing corner monument as described above.

**LEGEND**  
 A.F.E. - DRIVEWAY EASEMENT  
 S.F.U.C. - SIDE DRIVEWAY EASEMENT  
 S.F.U.C. - SIDE UTILITY EASEMENT  
 D.E. - DRAINAGE EASEMENT

**CURVE DATA**

LINE	STATION	PC	PT	PI	PT	PC	BEARING
101	100+00	100+00	100+00	100+00	100+00	100+00	90°00'00"
102	100+00	100+00	100+00	100+00	100+00	100+00	90°00'00"
103	100+00	100+00	100+00	100+00	100+00	100+00	90°00'00"
104	100+00	100+00	100+00	100+00	100+00	100+00	90°00'00"
105	100+00	100+00	100+00	100+00	100+00	100+00	90°00'00"
106	100+00	100+00	100+00	100+00	100+00	100+00	90°00'00"
107	100+00	100+00	100+00	100+00	100+00	100+00	90°00'00"
108	100+00	100+00	100+00	100+00	100+00	100+00	90°00'00"
109	100+00	100+00	100+00	100+00	100+00	100+00	90°00'00"
110	100+00	100+00	100+00	100+00	100+00	100+00	90°00'00"





any underground or aboveground utility, pipe, sewer, or other structure, shall be the responsibility of the owner of record of all the included tract, done hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat.

This subdivision shall be known as NORTH HARBOUR - SECTION 19.

A. Street Dedication. All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.

B. Basement: There are strips of ground as shown on the within plat marked "Drainage Basements" (D.B.), "Sewer Basements" (S.B.) and "Utility Basements" (U.B.) either separately or in any combination of the three, which are reserved for the use of public utility companies and governmental agencies, as follows: "Drainage Basements" (D.B.) are created to provide paths and courses for area and local storm drainage either overlaid or in adequate underground conduct, to serve the needs of this and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said basements, which will obstruct flow from the area being served. "Sewer Basements" (S.B.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purpose of installation and maintenance of sewers that are a part of said system. "Utility Basements" (U.B.) are created for the use of all public utility companies, a Cable TV, but not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, and also all rights and uses specified for sewer easements above designated. The owners of all lots in this addition shall take title subject to the rights of the public utilities, governmental agencies, and the rights of the other lot owners in this addition, to said easement hereto granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

C. Enforcement: The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, and the Noblesville City Planning Commission their successors or assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Said provision shall be in full force and effect until January 1, 2009, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Irrevocable of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

D. Restrictions: There are, recorded in the Office of the Recorder of Hamilton County, by Instrument #402, "Declaration of Restrictions for North Harbour Development Project", which shall as a condition, precedent to membership be made a part hereof. In addition to restrictions noted on said recorded Instrument #402, no boats, trailers or campers may be stored in the open on any lot in this addition and the minimum square footage of any dwelling located on a lot in this subdivision shall be 1800 square feet, exclusive of porches, terraces, gazeros, garages, sunports or basements. The owners of each lot in this addition shall, as a condition precedent to ownership, covenant and agree to pay annual charges to North Harbour Property Owner's Association, Inc. in accordance with a Declaration of Government and Restrictions recorded as Instrument #18020, Book 153, in the Office of the Recorder of Hamilton County, Indiana.

E. Governance Run with Land: The foregoing covenants, limitations and restrictions, together with the above mentioned "Declaration of Restrictions", are to run with the land and are binding on all parties and persons claiming under them.

F. Side and Rear Yard Building Lines: The side yard set-back lines shall not be less than nine (9) feet from the side line of the lot on one side and not less than nine (9) feet from the rear line of the lot on the other side, and the total of both side yards shall not be less than twenty percent (20%) of the entire width of the lot. The rear set-back line shall be at least twenty (20) feet from the rear line, but if the lot abuts on Horse Reservoir, the committee established by the restriction in the total development may determine that the location of the building line adjacent to the Reservoir shall be otherwise.

G. Basement Maintenance: On drainage easements, the City of Noblesville shall be responsible for the care, maintenance, repair and/or replacement of actual structures in place such as sewer pipes, manholes, catchings, etc., and each property owner as it pertains to his lot or lots shall maintain surface drainage systems and open ditches. The City shall have access rights over and across said easements.

This instrument prepared by James F. Bankard, President of PAUL J. CRIFE, INC.

SHEET 2 of 3

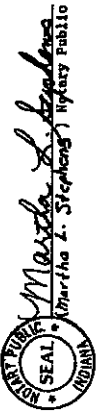
NORTH HARBOUR - SECTION 19, P.L. 106-7001-00240

Instrument No. 892  
P. M. 1/15/08

STATE OF INDIANA )  
                  ) SS:  
COUNTY OF HAMILTON)

Before me, the undersigned Notary Public in and for said County and State, personally appeared The Showwood Corporation, by Stanley E. Hunt, President, and John F. Culp, Assistant Secretary, and acknowledge the execution of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 21<sup>st</sup> day of October, 1982.



Martha L. Stephens  
Martha L. Stephens, Notary Public

My Commission Expires:

June 25, 1993

County of Residence:

Madison

Under authority provided by Title 36, Acts of 1981, P.L. 309 Section 23, under the authority of IC 36-7-4, and an ordinance adopted by the Common Council of the City of Noblesville, Indiana, this plat was given approval by the City of Noblesville as follows:

Adopted by the City Plan Commission at a meeting held on the 19<sup>th</sup> day of March, 1982.

NOBLESVILLE CITY PLAN COMMISSION

Ed Watson  
Ed Watson, President

Steven R. Runtley  
Steven R. Runtley, Secretary

Dated this 27<sup>th</sup> day of October, 1982.

THE SHOWWOOD CORPORATION  
100 Clarendon Drive  
Noblesville, IN 46060

Stanley E. Hunt  
Stanley E. Hunt, President

John F. Culp  
John F. Culp, Assistant Secretary

Instrument No. 8928993  
REC. No. 716

Pursuant to the requirements of Indiana Code 36-7-3 et seq as amended or supplement, this plat was given approval by the Board of Public Works and Safety to the City of Noblesville, Indiana

I, STEVEN R. RUNTLEY, DIRECTOR OF PLANNING AND ZONING FOR THE CITY OF NOBLESVILLE, HEREBY CERTIFY THAT THE APPLICATION FOR APPROVAL OF THIS

NOBLESVILLE CITY PLAN COMMISSION

*Ed Watson*  
Ed Watson, President

*Steven R. Huntley*  
Steven R. Huntley, Secretary

Instrument No. 8928992  
P.C. No. 1 - 1986 N.E. 72a

I, STEVEN R. HUNTLEY, DIRECTOR OF PLANNING AND ZONING FOR THE CITY OF NOBLESVILLE, HEREBY CERTIFY THAT THE APPLICATION FOR APPROVAL OF THIS PLAN MEETS ALL THE MINIMUM REQUIREMENTS SET FORTH IN THE MASTER PLAN OF NOBLESVILLE, INDIANA AND SUCH OTHER APPLICABLE REQUIREMENTS CONTAINED IN THE CODE OF ORDINANCE OF THE CITY OF NOBLESVILLE, - DECEMBER 11, 1981, AS AMENDED.

Pursuant to the requirements of Indiana Code 36-7-9 et seq as amended or supplement, this plat was given approval by the Board of Public Works and Safety to the City of Noblesville, Indiana at a meeting held 12 (December) 1987

*Steven R. Huntley*  
Steven R. Huntley  
Director of Planning & Zoning

December 12, 1987  
Date

*Mary Sue Rowland*  
Mary Sue Rowland, Mayor  
*Marilyn Conner*  
Marilyn Conner,  
Secretary

*This instrument prepared by James E. Donaher, President of PAUL J. CRIPPE, INC.*

*SHEET 3 of 3*  
NORTH HARBOUR - SECTION 19 RIC JOHNSON-DUES



# North Harbour Property Owner's Association, Inc.

## DECLARATION OF COVENANTS AND RESTRICTIONS

BOOK 163

405

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 hereinafter referred to as "North Harbour")

### WITNESSETH:

WHEREAS, Declarants are the owners of the numbered lots in North Harbour as hereinafter set opposite their respective signatures; and

This instrument recorded Jan 11 1988  
MARY L. CLARK, HAMILTON COUNTY, IND.

WHEREAS, The Shorewood Corporation, an Indiana corporation, is the owner of certain other unplatted real estate in the area of North Harbour situated outside the corporate limits of the City of Noblesville; and

WHEREAS, the Declarants are desirous of establishing certain restrictive covenants which will become applicable to lots in the sections of North Harbour heretofore platted and which restrictions may be extended to lots which may hereafter be platted as additional sections of North Harbour; and

WHEREAS, certain of the Declarants have caused a corporation to be formed known as North Harbour Property Owners Association, Inc. (hereinafter referred to as "Corporation"); and

WHEREAS, Corporation is a legal entity empowered to take title to land areas both within and without the platted sections 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

RECEIVED  
FOR DEED  
JUN 16 2 00 PM '81  
MARY L. CLARK  
RECORDER  
HAMILTON CO., IND.

BOOK 163 P. 406

promoting the recreation, health, safety and welfare of the Declarants, their families and the general public;

NOW THEREFORE, Declarants do hereby separately and severally declare and mutually agree with each other that the lots owned by them as hereinbelow set forth shall be held, transferred, and sold subject to the covenants, restrictions, charges and liens hereinafter set forth;

ARTICLE I

Membership in Corporation and

Covenant for Maintenance Assessment

Section 1. Membership in Corporation.

All persons who are shown of record to be an owner of a fee interest in a lot in a section of North Harbour and who

A. Sign this Declaration of Covenants and Restrictions,

OR

B. Hereafter sign an acceptance of this Declaration of Covenants and Restrictions, or

C. Hereafter acquire from The Shorewood Corporation a lot or lots in North Harbour,

will be a member of the Corporation, provided that any such person who holds an interest merely as security for the performance of an obligation shall not be a member. When a lot is owned by more than one person, all such persons shall be deemed members of the Corporation but shall be entitled to only one vote per lot on each matter coming before the Corporation. From time to time lot ownership may be hereinafter referred to in the singular but in such instances the singular shall be interpreted so as to include plural ownership.

Section 2. Creation of Lien and Personal Obligation of Assessments.

Members of the Corporation hereby covenant and agree to pay to the Corporation (a) annual assessments and (b) such special assessments, as may be fixed and established from



BOOK 188... 407

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

Section 3. Purpose of Assessments.

A. General and special assessments levied by the Corporation shall be used exclusively to: promote the recreation, health, safety and welfare of the members and their families; for the acquisition, improvement, operation and maintenance of the corporate properties; for the performance of the duties and the exercise of the powers of the Corporation as set forth in this Declaration and the Articles of Incorporation; for the payment of proper expenses and costs incurred by the Corporation in the performance of its duties; and for the establishment of reasonable reserves for the maintenance, repair and replacement of property owned by the Corporation; provided however, that no assessments will be levied for, nor will any funds of the Corporation be used for the purchase of the North Harbour Club House, swimming pool, tennis courts located at Clarendon Road, Noblesville, Indiana.

Section 4. Amount of Annual Assessment.

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

BOOK 168 PAGE 408

Section 5. Adjustment to Annual Assessment for Cost of Living Increases.

The amount of the annual assessment levied by the Corporation may be adjusted from year to year for any increase in the cost of living as hereinafter provided, to-wit:

A. At any time that the Corporation desires to increase the annual assessment to an amount in excess of the sum of \$50.00 as set forth above, it may do so only upon the following basis:

1. As promptly as practical after January 1 of a year in which the Corporation decides to increase dues above \$50.00 per annum, it shall compute the increase, if any, in the cost of living, using as the basis of such computation the "U.S. Consumer Price Index-all items-Urban Consumers (1967=100)" hereinafter called the "Index" published by the Bureau of Labor Statistics of the United States Department of Labor.

2. The Index number in the column entitled "all items-Urban Consumers" for the month of January 1980 shall be the "Base Index Number" and the corresponding Index number for the month of January in the year in which the Corporation desires to increase the annual dues shall be the "Current Index Number".

3. The increase in the cost of living shall be determined by dividing the "Current Index Number" (CIN) by the "Base Index Number" (BIN), and subtracting the integer 1 from the quotient according to the following formula:

$$\text{Increase in cost of living} = \frac{\text{CIN}}{\text{BIN}} - 1$$

4. The percentage of increase in the cost of living multiplied by the assessment for the year

BOOK 163 PAGE 409

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

**Section 6. Special Assessments.**

In addition to the annual assessment provided for above, the Corporation may levy in any year a special assessment for the purpose of acquiring property, providing security for homeowners, constructing additional recreational or social facilities or for such other purposes as the Corporation deems of benefit to the member lot owners; provided however, that the amount of any special assessment levied in any calendar year shall not exceed the amount of the annual assessment for such year. No such special assessment will be levied unless two-thirds of the owners of the lots belonging to members of the Corporation vote in favor of such special assessment.

**Section 7. Date of Commencement of Annual Assessment.**

The date of commencement of annual assessment shall be May 1, 1980.

**Section 8. Effect of Non-Payment of Assessments.**

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

BOOK 163 PAGE 110

annum and the Corporation may bring an action of law against the owner personally obligated to pay the same or to foreclose 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" Provision.**

If a lot subject to the lien of any assessment provided for herein shall become subject to the lien of a mortgage or deed of trust (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgagor deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of the foreclosure by the mortgagor shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the foreclosure of the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in the lieu grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE II

General Provisions

BOOK 168 PAGE 711

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 Corporation, 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 members of the Corporation.

Section 3. Provisions Separable.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision hereof, and all other covenants and restrictions shall remain in full force and effect.

Section 4. Lots and Owners Bound.

The undersigned owners of the lots set opposite their signatures below join in the execution of this Declaration to evidence their approval thereof and to make and render the provisions hereof binding upon them and covenants running with each of the lots owned by them.

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

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 Stephen G. McCuen  
Sandra L. McCuen Sandra L. McCuen

As owners of Lot 258 in Section 7 in North Harbor  
an Addition to the City of Noblesville, Indiana.



STATE OF INDIANA )  
COUNTY OF HAMILTON )

SS: This instrument received Jan. 16 1981  
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

Before me, a Notary Public in and for said County and State, personally appeared Stephen G. McCuen and Sandra L. McCuen, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions to be their voluntary act and deed.

WITNESS, my hand and notarial seal this 24<sup>th</sup> day of OCTOBER, 1980.

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

DECLARATION OF RESTRICTIONS  
NORTH HARBOUR DEVELOPMENT PROJECT

THIS DECLARATION made this 30TH day of JUNE, 1971, by The Shorewood Corporation, an Indiana corporation (hereinafter referred to as the "Developer"), WITNESSES:

WHEREAS, the Developer is the owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as the "North Harbour Development Project" (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the offices of the Recorder of Hamilton County, Indiana; and

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

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

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

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

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

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

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

## 2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house and such outbuildings as are usually accessory to a single family dwelling house. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats shall be golf course land or commercial in nature and shall be used in a manner consistent with the zoning and use designated in a master plan by the Developer. The Developer reserves unto itself the right to change the character of the designated commercial use at any time in the future and, where necessary, to apply to the necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding 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 or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

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



No. 4862 in the office of the Recorder of Hamilton County, Indiana, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

**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, carports, accessory buildings, or basements shall be designated on the recorded plats of the sections within the Development.

**B. Residential Set-Back Requirements.**

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

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

(iii) Front Yards. The front building set-back lines shall be all as set forth upon the plats of the Development, but in no instance shall the line be lower than the elevation of 820 feet above sea level.

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

(v) Side Yards. The side yard set-back lines shall not be less than 10 feet from the side line of the lot on one side and the total of both side yards shall be not less than 20% of the entire width of the lot.

(vi) Rear Yards. The rear set-back line shall be at least 20 feet from the rear line, but if the lot abuts on Morse Reservoir the Committee may determine that the location of the building line adjacent to the Reservoir shall be otherwise.

**C. Fences, Mailboxes and Trees.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or mailbox must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two

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.

D. 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, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the roof line. All driveways must be paved a minimum of 25 feet from their point of connection with the abutting street or road.

E. 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.

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

G. Time in Which to Build Structures. The time or times within which the Owners of the residential lots within the Development must construct and complete, ready for habitation, houses on their lots after their purchase of the lot will be designated on the recorded plats of the section within the Development. If a house is not completed upon a lot within the prescribed time, the Developer shall have the right to repurchase such lot for a price, in cash, equal to the Owner's cost basis in the lot, including the cost of improvements until the time that a house is completed upon such lot in the manner set out in this Declaration.

H. 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.

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

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

(ii) Remove all debris or rubbish.

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

(iv) Cut down and remove dead trees.

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

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

J. 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.

#### 4. 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 Committee), and no sanitary waste or other wastes shall be permitted to enter Morse Reservoir. No discharge from any floor drain shall be permitted to enter into Morse Reservoir. By purchase of a lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Indianapolis Water Company or 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 Indianapolis Water Company nor 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 Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the 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.

5. 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. 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.

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

D. Vehicle Parking. No campers, trailers, boats or similar vehicles shall be parked on any street in the Development. No truck shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in the Development, the users of any street in the Development, or to persons upon Morse Reservoir.

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

F. 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 anytime, except at the times when refuse collections are being made.

G. 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.

plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth and color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" = 10', or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under paragraph 3 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect.

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

(aa) 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;

(bb) 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;

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

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

B. Duties of Committee. The Committee 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 Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

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

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

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

#### 7. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling house, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling house.

#### 8. USE OF THE RESERVOIR.

A. All operation of boats upon Morse Reservoir is pursuant to a license that shall be exercised in accordance with the limitations made by the joint committee of the 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 boat traffic on Morse Reservoir in accordance with the schedule of fines promulgated by it, and which shall become a charge upon the lot owned by the person against whom the fine is assessed.

B. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot. Such charge shall bear interest at the rate of 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,

be obliged to pay any expense or costs, including attorneys' fees, incurred by the Developer in collecting the same. Every Owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Developer all fines that shall be made pursuant to this paragraph 8 of the Restrictions.

#### 9. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including the Developer or Indianapolis Water Company (with respect to activities that affect Morse Reservoir), may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor Indianapolis Water Company shall 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.

#### 10. 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.

#### 11. 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 as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 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.

13. 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.



SPECIAL EXCEPTION SHEET FOR NORTH HARBOUR

APPLIES TO ALL

Conditions, restrictions, easements, covenants and agreements contained or arising pursuant to Special Warranty Deed dated December 30, 1960 and recorded January 3, 1961 in the Office of the Recorder of Hamilton County, Indiana, in Deed Record 167 at Page 182 whereby Indianapolis Water Company conveyed, inter alia, the captioned real estate to The Shorewood Corporation, as modified by agreement dated October 11, 1965 and recorded October 13, 1965 in Book 86 at Page 156 and in Book 86 at page 166 and as further modified by Special Warranty Deed dated October 22, 1970 and recorded October 22, 1970 in Book 234, Page 247.

Sanitary Sewer Construction and Operation Agreement between The Shorewood Corporation, Indianapolis Water Company and City of Noblesville dated March 29, 1971, recorded January 12, 1973 in Miscellaneous Record 137, Pages 48-58, as amended by Amendment to Sewer Agreement dated November 28, 1972, recorded January 12, 1973 in Miscellaneous Record 137, Pages 59-66, which provides among other things that reimbursement be made to Shorewood Corporation by City of Noblesville out of funds collected by the City for connection and user charges over the next 15 year period, and further amended by Amendment to Sewer Agreement dated December 23, 1975, recorded December 24, 1975 in Miscellaneous Record 147, Pages 715-717, and further amended by Amendment to Sewer Agreement dated August 14, 1978, recorded August 18, 1978 in Miscellaneous Record 154, Page 502, and further amended by Amendment to Sewer Agreement dated March 26, 1979, recorded March 27, 1979 in Miscellaneous Record 156, Page 426.

License Agreement as shown by Instrument dated October 19, 1970 and recorded October 22, 1970 in Miscellaneous Record 121, Page 206, and Consent To Assignment of License Rights recorded December 30, 1986 in Miscellaneous Record 190, pages 212-216, assigned by Assignment of Rights in License recorded May 7, 1987 as Instrument Number 87-10534.

Release and Modification Agreement dated October 19, 1970 and recorded October 22, 1970 in Miscellaneous Record 121, Page 195, as amended by Consent Agreement dated March 8, 1976, recorded March 8, 1976 in Miscellaneous Record 148, Page 340 and further amended by Consent Agreement dated and recorded March 8, 1976 in Miscellaneous Record 148, Page 344.

Declaration of Restrictions for North Harbour Development Project dated June 30, 1971 and recorded June 30, 1971 as Instrument No. 402 in Miscellaneous Record 126, Page 30 in the Office of the Recorder of Hamilton County, Indiana, as corrected by Correction Certificate dated October 17, 1978 in Miscellaneous Record 155, Page 96, in the Office of the Recorder of Hamilton County, Indiana.

Agreement by and between North Harbour Property Owners Association, Inc., and The Shorewood Corporation, dated January 16, 1981 in Miscellaneous Record 163, page 565 et seq.

The Following applies to Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 17, 18, 19, and 20A Only (SEE ADDITIONAL SHEET FOR LOTS).

Declaration of Covenants and Restrictions for certain lots (captioned lot included), dated October 24, 1980, recorded January 16, 1981 in Miscellaneous Record 163, page 405 et seq.

Schedule

B-1 Annual and special assessments as levied by North Harbour Property Owners Association, Inc.

The following applies to Sections 9, 10, 11, 12, 13, 14, 15, 16 and 17 ONLY

Agreement by and between Indianapolis Water Company, I.W.C., Inc., and Harbour Water Company, Inc., and The Shorewood Corporation, all Indiana Corporations, dated February 27, 1979, recorded November 20, 1984 in Miscellaneous Record 180, Pages 727-742, as assigned to The Creek Land Company, Inc., an Indiana Corporation, dated June 30, 1982, recorded November 20, 1984 in Miscellaneous Record 180, Pages 724-725 in the Office of the Recorder of Hamilton County, Indiana; The Creek Land Company, Inc., now known as The Marina Corporation, an Indiana Corporation, assigns to The Marina Limited Partnership, an Indiana limited partnership, dated December 30, 1986, recorded December 30, 1986 in Miscellaneous Record 190, Pages 315-316.

IF LOT IS ON WATER ADD:

Rights of upper and lower littoral owners with respect to Morse Reservoir.

• Lots covered by Declaration of Covenants and Restrictions recorded in Miscellaneous Record 163, page 405 et seq.

SECTION 1

Lots 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 34, 35, 36, 37 and 39.

SECTION 2

Lots 40, 41, 42, 44, 46, 47, 49, 50, 54, 57, 58, 60, 61; 62, 63 and 65

SECTION 3

Lots 66, 73, 74, 76, 77, 79, 80, 81, 82, 83, 85, 86, 87 and 88

SECTION 4

Lots 93, 94, 96, 97, 99, 100, 101, 104, 106, 107, 108, 109, 110, 112, 113, 114, 115, 116, 117, 118, 120, 122, and 123.

SECTION 5

Lots 124, 126, 127, 128, 129, 130, 131, 132, 134, 135, 136, 137, 138, 140, 144, 145, 146, 148 and 149.

SECTION 6

Lots 151, 152, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 165, 171, 172, 173, 175, 176, 177, 179, 180, 181, 182, 183, 186, 187, 188, 189, 190, 191, 193, 194, and 195.

SECTION 7

Lots 198, 199, 200, 201, 205, 206, 207, 209, 212, 214, 217, 221, 224, 225, 226, 227, 230, 232, 233, 234, 235, 236, 237, 238, 239, 241, 242, 243, 244, 245, 247, 248, 251, 254, 255, 256, 257, 258, 259 and 260.

SECTION 8

Lots 261, 263, 265, 266, 267, 268, 269, 271, 272, 273, 274, 275, 278, 279, 280, and 281.

SECTION 9

Lots 282, 283, 285, 286, 287, 288, 292, 296 297, and 298.

SECTION 11

Lots 353, 354, 355, 356, 359, 360, 361, 362, 366, 367, 369, 370, 372, 375, 376, 377, 379, 381, 382, 383, 384, 385, 386, 387, 388, and 389.

SECTION 12

Lots 390, 392, 393, 394, 395, 396, 397, 400, 405, 406, and 407.

SECTION 13

Lots 408, 409, 411, 412, 413, 415, 416, and 417.

SECTION 14

Lots 419, 421, 426, 427, 428, 430, 431, 432, 433, 435, and 441.

SECTION 17

Lots 471, 475, 480, 483, 485, 487, 488, 490, 494, 496, 497, 501, 503, 512, 515, 516, 517, 525 and 526.

SECTION 20A

Lots 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, and 606.

Section 18 -

All Lots

Section 19 -

All Lots

9015875

NORTH HARBOUR, SECTION 19  
MODIFICATION OF BUILDING LINE, UTILITY AND SEWER EASEMENTS

The Shorewood Corporation is the owner and developer of real estate designated as The Secondary Plat of North Harbour, Section 19 recorded December 22, 1989 as Instrument Number 89-28992 in the Office of the Recorder of Hamilton County, Indiana.

There appears on said Plat various Building Lines (B.L.), Utility Easements (U.E.) and Sewer Easements (S.E.). By this instrument The Shorewood Corporation does hereby grant and impose the following outlined Building Line, and Sewer and Utility Easement modifications to Lots 575 and 576. All modified easements shall be used in accordance with the terms and conditions described and defined in Paragraph B of the Plat of North Harbour, Section 19.

1. A 30 foot Sewer and Utility Easement and a 35 foot Building Line along that portion of North Harbour, Lot 575 which lies adjacent to the right-of-way of Clarendon Drive as depicted in Exhibit A attached hereto.

2. A 30 foot Sewer and Utility Easement and a 35 foot Building Line along that portion of North Harbour, Lot 576 which lies adjacent to the right-of-way of Clarendon Drive as depicted in Exhibit B attached hereto.

IN WITNESS WHEREOF, The Shorewood Corporation, by its duly authorized officers, has caused this modification of easements and building lines in North Harbour, Section 19 to be executed this 28<sup>th</sup> day of June, 1990.

THE SHOREWOOD CORPORATION

This Instrument Recd. 6-29 1990  
Sharon K. Cherry, Rec. Hamilton County, IN

*Stanley E. Hunt*  
STANLEY E. HUNT, PRESIDENT

ATTEST:

*John F. Culp*  
JOHN F. CULP, ASST. SECRETARY

RECEIVED FOR RECORD

JUN 29 90

*Sharon K. Cherry*

Before me, a Notary Public, in and for said County and State, personally appeared Stanley E. Hunt and John F. Culp, the President and Assistant Secretary respectively of the Shorewood Corporation, who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 28<sup>th</sup> day of June, 1990

*Marilyn L. Dwyer*  
Marilyn L. Dwyer, Notary Public

My Commission Expires: 10-14-92  
My County of Residence: Boone

This instrument prepared by John F. Culp, Attorney at Law.

REVIEWED BY HAMILTON  
COUNTY AUDITOR'S OFFICE  
29 day JUNE 1990

INDEXED # 0015875



PAUL L. CRIFE, INC./7172 Graham Road/Indianapolis, Indiana 46250/(317) 842-6777

JUNE 7, 1990  
P.L.C. # 70031-00249

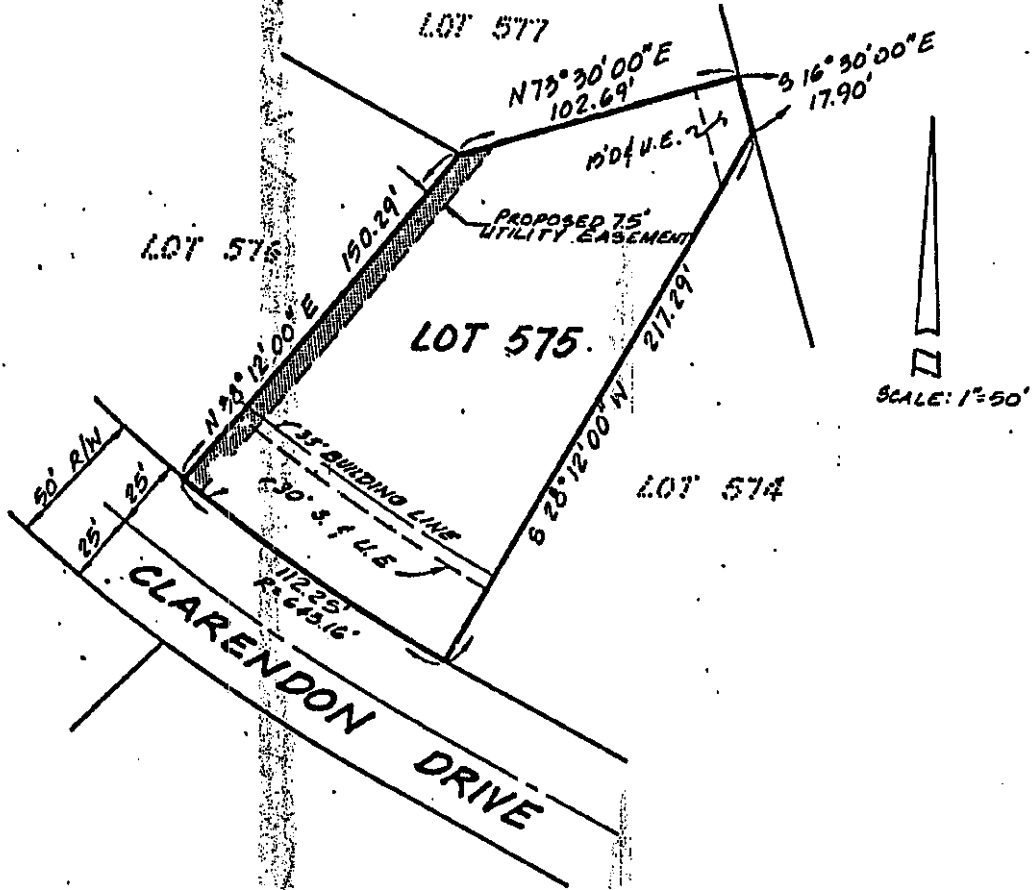


EXHIBIT A

Lot 575, North Harbour Section Nineteen, Instrument 89-28992.  
Modification of Building Line (30' to 35') and Modification of Sewer & Utility Easement (15' to 30').

9015875

REPRODUCTION PERMITTED

JUNE 7, 1990  
P.L.C. # 70031-00249



PAUL I. CRIFE, INC./7172 Graham Road/Indianapolis, Indiana 46250/(317) 842-6777

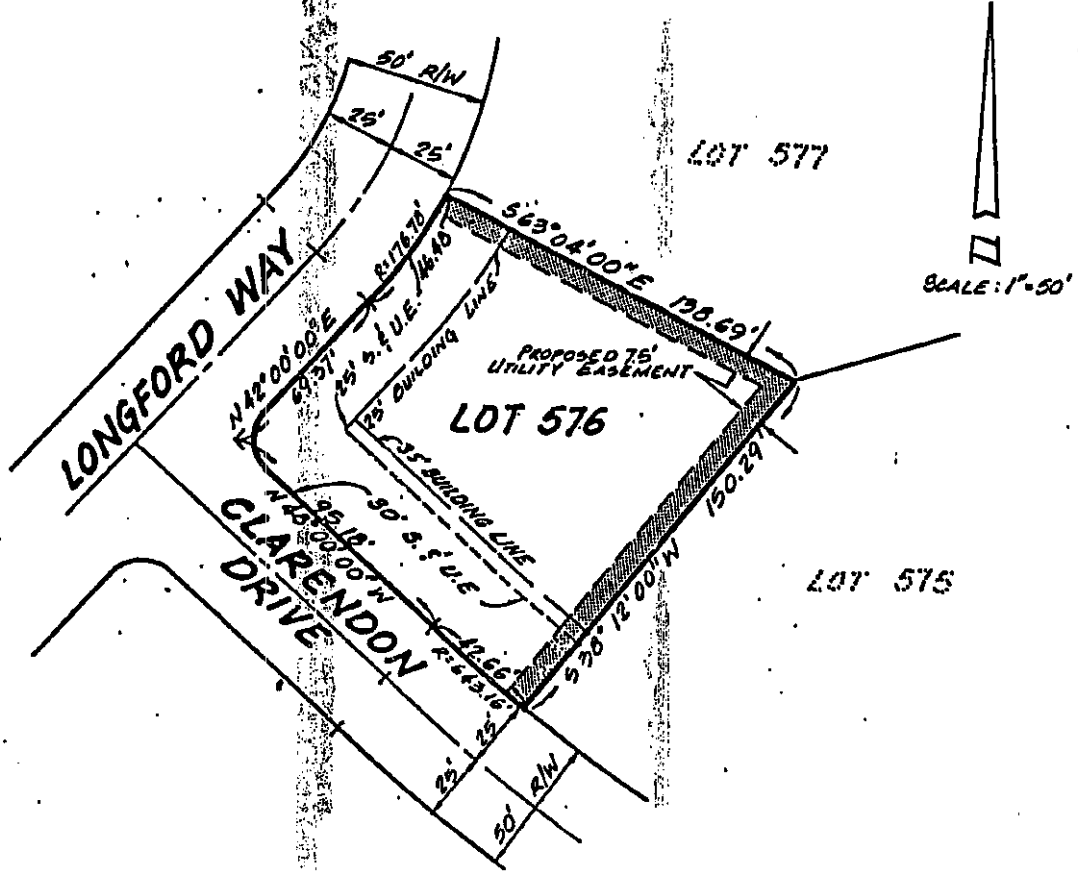


EXHIBIT B

Lot 576, North Harbour Section Nineteen, Instrument 89-28992.

Modification of Building Line (25' to 35') and Modification of Sewer & Utility Easement (15' to 30').

This Instrument recorded 6-29 1990  
Sharon K. Cherry, Recorder, Hamilton County, IN

9015875