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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SHADOW LAKES - SECTION 1
A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT IN
THE TOWN OF WESTFIELD, HAMILTON COUNTY, INDIANA

The undersigned, REPUBLIC DEVELOPMENT CORPORATION (sometimes referred to herein as "Owner" or "Developer") for and as owner and developer of the real property described in Exhibit A attached, and for the benefit of all present and future owners of any lot or lots in, or occupants of, SHADOW LAKES, SECTION 1 does hereby impose the within described Covenants, Conditions and Restrictions on the land described in Exhibit A.

The land described in said Exhibit A is hereby subdivided in accordance with the attached plat and certificate and shall be known as SHADOW LAKES, SECTION 1.

The streets and rights-of-way, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked D.E., D.G.U.E. and D.U.S.S.E. on the plat which are hereby reserved for governmental authorities and public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires and for such other purposes as are set forth herein. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities, drainage facilities and the easements hereby created, and no permanent or temporary structure of any kind, and no part thereof, except fences and sidewalks, shall be built, erected or maintained on said areas marked D.E., D.G.U.E. and D.U.S.S.E.

There is an area marked "Lake" which is hereby reserved for the installation and maintenance of storm water retention and drainage improvements. Purchaser of lots in this subdivision shall take their title subject to the easement hereby created, and subject at all times to the rights of proper authorities to service the lake and the easement hereby created, and no structure of any kind shall be built, erected or maintained on the "Lake" area.

ARTICLE 1. GENERAL USE RESTRICTIONS

All lots in this subdivision and all present and future occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

1.01. The lots located within said Shadow Lakes, Section 1, shall be used for detached single-family dwellings in accordance with the present zoning of Shadow Lakes by the Town of Westfield. No lot shall be used for any purpose not presently permitted by the zoning of the Town of Westfield without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

1.02. Single-family dwellings shall have a minimum of 1,400 square feet of living area, exclusive of open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. Split-level dwellings shall have a minimum of 1,200 square feet on the top floor. All driveways and vehicle parking areas shall be hard-surfaced with concrete. No gravel or stone driveways shall be

This Instrument Recorded 9-19-1988
Sharon K. Cherry, Recorder, Hamilton County, IN

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RECORDER
HAMILTON COUNTY
INDIANA

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permitted on any lot.

1.03 No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee.

1.04. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph 1.03 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of Hamilton County and/or the Town of Westfield.

1.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

1.06. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1.03 above or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

1.07. No clotheslines shall be located on any lot.

1.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or other similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within

one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successor: and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.03 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffer to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision, or for construction operations, may be located above ground.

1.15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Control Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall impair any easement without first obtaining the written consents of the Architectural Control Committee and the lot owner or owners for whose benefit such easement exists.

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1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee and Hamilton Western Utilities, and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hamilton County Commissioners. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Hamilton County Surveyor. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action. If, after being given ten (10) days notice by certified mail to repair said damage, no action is taken, the Hamilton County Commissioners may cause said repairs to be accomplished, and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment.

Article 2. Lake Covenants and Restrictions

2.01. The plat of Shadow Lakes, Section 1 contains an area of approximately 1.1 acres that is designated as a lake. This lake is located within a drainage and utility easement area shown on the plat and is

8920669

designed to be an integral part of the storm water drainage system for Shadow Lakes. The drainage and utility easement area, within which the lake is located, shall also constitute a maintenance easement for any repair, water treatment or other services needed to assure continuous and adequate maintenance of services of said lake and for landscaping and landscaping maintenance purposes.

2.02. No owner of any lot in Shadow Lakes shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of Shadow Lakes. Section 1.

2.03. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.04. The Architectural Control Committee may from time to time establish rules regarding the use of the lake and related drainage and utility easement area, provided such rules are not in conflict with the rules contained herein, are reasonably established to protect the safety and welfare of the residents of Shadow Lakes and their guests as well as any other person or property in the vicinity of the lake and related drainage and utility easement area and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.05. Lots 5, 6, 7, 8 and 9 as shown on the plat of Shadow Lakes, Section 1, shall be identified as lots contiguous to the lake and related drainage and utility easement area located in Shadow Lakes, Section 1 and the owners of said contiguous lots may be referred to herein as "Contiguous Owners". A majority of the Contiguous Owners may, from time to time, propose new and/or changes in existing rules and regulations for the use and maintenance of said storm drainage retention area to the Architectural Control Committee for Shadow Lakes, Section 1. The Architectural Control Committee shall thereupon implement said proposed new or revised rules and regulations unless they are in conflict with any of the provisions of these plat restrictions and covenants or are opposed by a majority of the lot owners in Shadow Lakes.

8920669

2.05. The Architectural Control Committee, any "Contiguous Owner", or the Hamilton County Commissioners shall have the authority to institute an action for injunction to abate any activity in violation of these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of the lake and related drainage and utility easement area that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

ARTICLE 3. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee shall be established to carry out the functions set forth for it in these plat restrictions and covenants.

3.01. The Architectural Control Committee shall be composed of 3 members who initially shall be appointed by the undersigned.

3.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said subdivision.

3.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.

8920669

3.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. Notwithstanding compliance with the foregoing minimum living area requirements, the Town of Westfield shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be substantially the following form, to wit:

THIS SITE AND BUILDING PLAN FOR LOT _____ IN SHADOW LAKES HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAT.

SHADOW LAKES ARCHITECTURAL CONTROL COMMITTEE

By _____

or the building plans are essentially the same as those having blanket approval by the Architectural Control Committee for any lot in Shadow Lakes.

3.08. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or their successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person

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whomever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

3.09. If, in the opinion of the Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.10. The Architectural Control Committee shall have the right to enter onto any open space, public rights-of-way, landscape easement areas, lake, drainage and utility easement areas shown on the plat and any other area subject to easement naming the Architectural Control Committee of Shadow Lakes or its successors or assigns as grantees from time to time as it deems necessary for purposes of maintaining such open space, landscaped areas lying within the public-rights of way, landscape easement areas, lake, drainage and utility easement areas and any other easement areas described above which are located in Shadow Lakes, Section 1, and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas, landscape easement areas, drainage and utility easement areas and other easement areas located in other sections of Shadow Lakes. In addition, the Architectural Control Committee may provide weekly trash collection service if same is not provided by the municipality and, upon the approval of a majority of the lot owners in Shadow Lakes, may provide other services such as snow removal if they are not adequately provided by the appropriate municipal government.

In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said Shadow Lakes, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Shadow Lakes. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Hamilton County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

8920669

3.11. The Architectural Control Committee has the power to expend its money on the reasonable care and proper maintenance of the open space, landscaped areas, landscape easement areas, lake, drainage and utility easement areas and any other easement area in any section of the Shadow Lakes subdivision, and such other community services approved by a majority of the lot owners in Shadow Lakes. The Architectural Control Committee may join with the Architectural Control Committee of any other section or sections of Shadow Lakes for purposes of establishing a combined budget for the joint maintenance of open spaces, landscaped areas, landscape easement areas, lake, drainage and utility easement areas and any other easement areas, and the provision of other approved services as described above, and divide the cost of same equally among the lot owners in all sections of Shadow Lakes which participate in the combined budget.

3.12. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns or said Architectural Control Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee. The right of assignment hereby reserved to the Architectural Control Committee is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Architectural Control Committee may determine. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

3.13. The members of the Architectural Control Committee shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Architectural Control Committee as well as public liability insurance protecting all lot owners in Shadow Lakes against claims arising through the activities of the Architectural Control Committee, its successors and assigns.

8920669

Article 4. OTHER CONDITIONS.

4.01. These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrators, successors and assigns until December 31, 1997, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

4.04. If any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

4.07. Any corporation or association which may be the transferee or assignee as provided in the preceding paragraph shall have the same power to levy, assess and collect funds from lot owners and to expend such funds as is set forth in paragraphs 3.10 and 3.11 hereof for the Architectural Control Committee. In addition, any transferee or assignee that is a non-profit association in which the owners of lots in Shadow Lakes have the right to elect the trustees of the association on a one-vote-per-lot basis shall have the right to levy, assess and collect an amount not to exceed two hundred dollars (\$200.00) per year from each and every lot owner in said Shadow Lakes for purposes of carrying out its responsibility to the lot owners, provided such power shall not be effective unless persons making up a majority of the Board of Trustees are owner-occupants of Shadow Lakes, and provided further that such limit of two hundred dollars (\$200.00) per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of October 1988.

4.08. Section 1 of Shadow Lakes may be joined with other sections of Shadow Lakes so as to form one over-all subdivision to be served by one over-all property owners' association for the maintenance and care of all

open space, landscaped areas and easement areas so designated in all sections of Shadow Lakes, and to provide such other services as may be approved by a majority of the lot owners in all sections of Shadow Lakes.

4.09. None of the restrictions and covenants set out in this instrument shall in any manner affect or be operative in respect of any other lands of the Owner or its successors or assigns unless and until an appropriate document extending the coverage of the provisions of this instrument to such other lands has been placed of record in Hamilton County, Indiana.

IN WITNESS WHEREOF, the said Republic Development Corporation, an Ohio corporation, has caused this instrument to be executed by its respective duly authorized representative this 23rd day of August 1989.

Signed, Acknowledge and Delivered in the Presence of: REPUBLIC DEVELOPMENT CORPORATION, an Ohio Corporation

[Signature] By: [Signature]
Richard D. Arnos, Chairman

[Signature]

STATE OF Ohio
COUNTY OF Lucas

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Arnos, Chairman of Republic Development Corporation, who acknowledged that he did sign said instrument as such Chairman of said Republic Development Corporation, on behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Richard D. Arnos as such officer and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official this 23rd day of August 1989.

[Signature]
Notary Public



This instrument prepared by:
Republic Development Corporation
3150 Republic Blvd. N., Suite 2
Toledo, Ohio 43615

JEAN M. DICUS
Notary Public, State of Ohio
My Comm. Exps. Oct 31, 1989

89-20669



EXHIBIT A


SHADOW LAKES
SECTION 1

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Southeast Quarter of Section Thirteen (13), Township Eighteen (18) North, Range Three (3) East, located in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section Thirteen (13), Township Eighteen (18) North, Range Three (3) East; thence South 88 degrees 38 minutes 02 seconds West along the South line of said Quarter Section 811.60 feet to the POINT OF BEGINNING; thence continuing South 88 degrees 38 minutes 02 seconds West along the South line of said Quarter Section 447.00 feet; thence North 01 degree 43 minutes 45 seconds West parallel with the East line of said Quarter Section 211.00 feet; thence South 88 degrees 38 minutes 02 seconds West parallel with the South line 92.40 feet; thence North 03 degrees 21 minutes 58 seconds West 202.86 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 03 degrees 21 minutes 58 seconds East 185.00 feet from said point; thence Westerly along said curve 32.18 feet to a point, the radius point of said curve being South 13 degrees 20 minutes 02 seconds East 166.00 feet from said point; thence North 13 degrees 20 minutes 02 seconds West 151.27 feet; thence South 84 degrees 41 minutes 52 seconds West 180.00 feet; thence North 01 degree 21 minutes 58 seconds West 210.00 feet; thence South 88 degrees 38 minutes 02 seconds West 35.99 feet; thence North 01 degree 21 minutes 58 seconds West 139.99 feet; thence North 88 degrees 38 minutes 02 seconds East 843.90 feet; thence South 00 degrees 16 minutes 10 seconds East 896.60 feet to the place of beginning containing 13.119 acres more or less. Subject to all legal highways, rights-of-way and easements of record.

This subdivision consists of 25 lots numbered consecutively from 1 to 25 (both inclusive). The size of the lots and width of the streets are shown in feet and decimal parts thereof.

CERTIFIED: June 13, 1989


David J. Stoepelwerth
Registered Land Surveyor
No. S0474

1012452/meter
04/18/88

This Instrument Recorded 9-19 1989
Sharon K. Cherry, Recorder, Hamilton County, IN



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