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SUNBLEST FARMS

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DECLARATION OF RESTRICTIONS

90 DEC 19 P3:26

THIS DECLARATION made this 1st day of December, 1990 by GERRY Adomatis, Greene & Thompson, Partnership (hereinafter referred to as the "Developer" as the term applies to the subdivision to be known as Sunblest Farms, Sections 19 and 20).

WITNESSETH:

This Instrument Recorded 12-19 1990 Sharon K. Cherry, Recorder, Hamilton County, IN

WHEREAS, The Developer is the owner of the lands contained in the area shown on Exhibit "A". Said Exhibit "A" attached hereto and made a part hereof, which lands will be subdivided and known collectively as Sunblest Farms, Section 19 & 20 (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 office of the Recorder of Hamilton County, Indiana.

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 Sunblest Farms, 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. The Developer may, at its sole option, at any time hereafter relinquish to the Association the power to appoint and remove one or more members of the committee.

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B. "Association" shall mean the Sunblest Farms Property Owners Association, Inc. a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 10 of this Declaration.

C. "Lot" shall mean any parcel of real estate excluding "Blocks", 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.

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

E. "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 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 structures 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 dwelling houses.

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 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. Accessory outbuildings shall be limited to 120 square feet.

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 decisions shall be binding on all parties. The foregoing is subject to the rules, regulations and ordinances of the Town of Fishers and of its building commissioners.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, 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, or accessory buildings shall be as specified in the recorded plats of the various sections of the Development. Basements shall not be included in the computation of the minimum living.

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B. Residential Set-Back Requirements.

(i) In General. Unless otherwise provided in these Restrictions or on the record 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 the designated number of feet from the right-of-way of the road upon which the lot abuts as set forth upon the plats of the Development.

C. Fences and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed.

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. All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road.

E. Heating Plants and Garages. 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. Geo-Thermal heat pumps shall be a closed loop system. Every house in the Development must have a two-car attached garage.

F. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within (9) 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. 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 onto any such lot.

H. 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 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) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their

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becoming unsightly.

(vi) Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

I. Association'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 Association shall have the right, but not the obligation, by and through its agents or 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 Association shall be added to and become a part of the annual charge to which said lot is subject and may be collected in any manner in which such annual charge may be collected. Neither the Association 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. Nuisance. 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 any storm drain. By purchase of a lot, each owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Developer or the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorney's fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the Developer, nor the Association, 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. No storm water (subsurface or surface) shall be discharged into sanitary sewers. 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. INDIVIDUAL YARD LIGHTS REQUIRED ON EACH LOT IN THE DEVELOPMENT.

At the time that the owner of the lot in the Development completes the construction of a home on his lot, he shall install or cause to have installed a dusk to dawn yard light in the front yard of his lot. The design, type and location of the yard light shall be subject to the approval of the Committee which may require, for the purpose of uniformity and appearance, that said yard light be purchased from the Developer or its designee.

6. MAILBOXES.

Owners of a lot in the Development shall install or cause to have installed a mailbox which shall be in

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accordance with the design, type and location of a mailbox approved by the Committee. The Committee may require, for the purpose of uniformity and appearance, that the mailbox be purchased from the Developer or its designee.

7. 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 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 except for real estate sales signs.

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, including without limitation, noise produced by such pets. Owners are not to allow their pets to relieve themselves other than on the lot owned by the owners of such pets.

D. Vehicle Parking. No campers, trailers, boats, or similar vehicles shall be parked on any street or lot in the Development. No boat or truck, one (1) ton or larger in size, 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, or the users of any street in the Development.

E. Garbage 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. Any receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

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.

H. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot without permission to do so from the Developer.

I. Ditches and Swales. It shall be the duty of the owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All owners, if necessary, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the

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Town of Fishers, Hamilton County, Indiana, and of the appropriate zoning bodies.

J. Utility Services. No utility services shall be installed, constructed, repaired, replaced and/or removed under finished streets except by jacking, drilling or boring and shall require the approval of the Town of Fishers where the streets are public and by the property owners where there are private drives.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, without the approval of the Committee.

L. Prohibition of Antennas. No exposed radio, cable and television antennas and/or dishes shall be permitted within the Development, without the approval of the committee.

8. SUNBLEST FARMS DEVELOPMENT CONTROL COMMITTEE

A. Statement of Purposes and Powers. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these Restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by a complete set of plans and specifications for any such proposed construction or improvement. Such plans shall include 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 plot plans shall show existing and planned elevations designed to allow for the proper drainage of the lot in accordance with the developed site. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn to scale of 1" = 30', or to such other scale as the Committee shall require. There shall also be submitted, where applicable, the permits or reports required under Paragraph 3 of these Restrictions.

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

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

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

(c) The proposed improvement, or any part hereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other

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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 fifteen (15) 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 notification 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. Further, the Committee does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

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

E. Continuation of Committee. When the Developer notifies the Association of discontinuance of his Architectural Control Committee, then the Directors of the Association, or their designees, shall continue the functions of the Committee with like powers.

9. OWNERSHIP, USE AND ENJOYMENT OF COMMONS.

"Commons" and "Commons Area" shall mean those areas set aside for conveyance to the Association, as shown on the plat. Any commons depicted on the recorded plats of the Development shall remain private, and neither the Developer's execution of recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the commons.

A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of the Developer, shall from time to time grant, for the use and enjoyment of the commons, is granted to the persons who are from time to time members of the Association. Ownership of any commons shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such commons to the Association.

10. SUNBLEST FARMS PROPERTY OWNERS ASSOCIATION

A. In General.

(i) There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the Sunblest Farms Property Owners

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Association, Inc., which is referred to as the "Association". Every owner of a residential lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions on other owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual charge.

B. Classes of Memberships. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer, who shall be entitled to five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) On the date the Developer sells the last lot which it owns in the Development, and the Developer no longer owns any lots or land in the Development; or

(b) On January 1, 1997.

C. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

D. Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

(i) The Association shall maintain the landscaping in and along the landscape easements shown on the plat(s) and shall keep such areas in a neat, clean and presentable condition at all times.

(ii) The Association shall maintain and repair the Common Areas shown on the plat(s). Including but not limited to maintaining and operating a swimming pool, bathhouse, and playground area. As well as mowing the banks of the retention ponds and keeping the ponds clear of debris and weed growth.

(iii) The Association shall maintain the landscaping and any signage in and on the islands located in the right-of-way as the entrances on 126th Street and Lantern Road and shall keep such areas in a neat, clean and presentable condition at all times.

(iv) The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance (including director's and officer's insurance) and such other insurance as it deems necessary or advisable.

(v) The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

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12. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, except the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The annual special assessments, together with interest, cost, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. No charge or assessment shall ever be levied by the Association against the Developer.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area and improvements, operated or maintained by the Association, and the landscape easements of the Development and other purposes as specifically provided herein.

C. Maximum Annual General Assessments. Prior to the construction of the swimming pool and bathhouse amenities upon a portion of the common ground, the maximum annual general assessment shall be Forty Dollars (\$ 40.00) per Lot. After the swimming pool and bathhouse facilities are constructed, the maximum annual general assessment shall be Two Hundred Fifty Dollars (\$ 250.00) per lot.

(i) The maximum annual general assessment may be increased by the Board each year not more than 10% above the maximum annual general assessments permitted for the previous year without a vote of the membership of the Association.

(ii) The maximum annual general assessments may be increased more than 10% over the maximum annual general assessments permitted for the previous year only upon an approving vote of two-thirds (2/3rds) of each Class of members who are eligible to vote at a meeting called for such purpose.

D. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

E. Notice and Quorum for Any Action Authorized Under Section C and D. Written notice of any meeting called for the purpose of taking any action authorized under Section C and D shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half

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(1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

F. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed or on the date the owner signs a land contract to purchase a lot. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any lot shall be binding upon the Association as of the date of its issuance.

G. Effect of Non-Payment of Assessments: Remedies of the Association. Any charge levied or 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 at the time the charge fell due. Such charge shall bear interest at the rate of twelve percent (12%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, 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 Association 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 Association all charges that the Association shall make pursuant to this subparagraph of the Restrictions.

The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

H. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any lot pursuant to the foreclosure of any first mortgage on such lot (without

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the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

I. Suspension of Privileges of Membership.

Notwithstanding any other provisions contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the services to be provided by the Association, of any member or associate member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions owed by the member or associate member remains unpaid, (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association: and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

13. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing wither 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, reoccurrence or continuation of such violation or violations of these Restrictions.

14. 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 accepting of such deed or execution of such contract, the owner acknowledges the rights and powers of the Developer, Committee and of the Association 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, Committee and the Association 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.

15. TITLES.

The titles preceeding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions 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.

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16. DURATION.

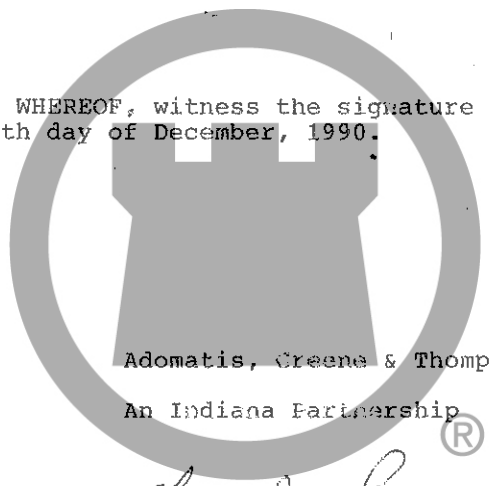
The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

17. 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.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 11th day of December, 1990.



Adomatis, Greene & Thompson,
An Indiana Partnership

By:

Kenneth E. Thompson
Kenneth E. Thompson, President
K.E. Thompson, Inc., General Partner

CHICAGO TITLE

ATTEST:

Corby D. Thompson
Corby D. Thompson
Secretary

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth E. Thompson, who acknowledged the foregoing document.

Witness my hand and Notarial Seal this 11th day of December, 1990.

My Commission Expires: October 1, 1994

My County of Residence: Marion



P. Elaine Goad
P. Elaine Goad, Notary Public

This document was prepared by Kenneth E. Thompson.

9031114

EXHIBIT A

LAND DESCRIPTION

Part of the Northwest Quarter of Section 31, Township 18 North, Range 5 East, in Hamilton County, Indiana, described as follows:

Commencing at the Northwest corner of said Quarter (Harrison Monument); thence on an Assumed Bearing of North 89 degrees 04 minutes 30 seconds East along the North line thereof a distance of 200.00 feet to a railroad spike at the Point of Beginning; thence continuing North 89 degrees 04 minutes 30 seconds East along said North line a distance of 1082.69 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 340.04 feet; thence North 89 degrees 04 minutes 30 seconds East a distance of 228.50 feet to the West right of way line of the Norfolk and Western Railroad and the point of curvature of a curve having a radius of 3044.42 feet from which the radius point bears North 89 degrees 40 minutes 37 seconds West; thence Southerly along said curve and along said right of way line an arc distance of 85.06 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr Corp" which bears South 88 degrees 04 minutes 34 seconds East from said radius point and which also lies 425.00 feet South of the North line of said Quarter; thence South 89 degrees 04 minutes 30 seconds West, parallel with said North line, a distance of 196.55 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr Corp" which lies 1308.00 feet East of the West line of said Quarter; thence South 00 degrees 42 minutes 38 seconds East, parallel with said West line, a distance of 100.00 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr Corp"; thence North 89 degrees 04 minutes 30 seconds East, parallel with the North line of said Quarter, a distance of 190.29 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr Corp" on the West right of way line of the Norfolk and Western Railroad to a curve having a radius of 3044.42 feet from which the radius point bears North 86 degrees 11 minutes 24 seconds West; thence Southerly along said curve and along said right of way line an arc distance of 1247.99 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr Corp" which bears south 62 degrees 42 minutes 10 seconds East from said radius point; thence South 27 degrees 17 minutes 50 seconds West along said right of way line a distance of 308.33 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr Corp"; thence South 89 degrees 18 minutes 22 seconds West a distance of 720.63 feet; thence North 00 degrees 42 minutes 38 seconds West, parallel to the West line of the aforesaid Quarter section, a distance of 200.43 feet; thence South 88 degrees 13 minutes 02 seconds West to a point on the West line of said Quarter a distance of 285.83 feet; thence North 00 degrees 42 minutes 38 seconds West along said West line a distance of 430.00 feet to a railroad spike; thence North 89 degrees 04 minutes 30 seconds East, parallel with the North line of the said Quarter, a distance of 200.00 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr Corp"; thence North 00 degrees 42 minutes 38 seconds West, parallel with the West line of said Quarter, a distance of 1290.80 feet to a 5/8 inch rebar with yellow cap marked "Schneider Engr Corp"; thence North 00 degrees 26 minutes 49 seconds West, parallel with the West line of said Quarter, a distance of 65.20 feet to the Point of Beginning. Containing 52.450 acres, more or less.

This Instrument Recorded 12-19 1990
Sharon K. Cherry, Recorder, Hamilton County, IN

903114

Sunblest Farms

8917232

DECLARATION OF MAINTENANCE OBLIGATION

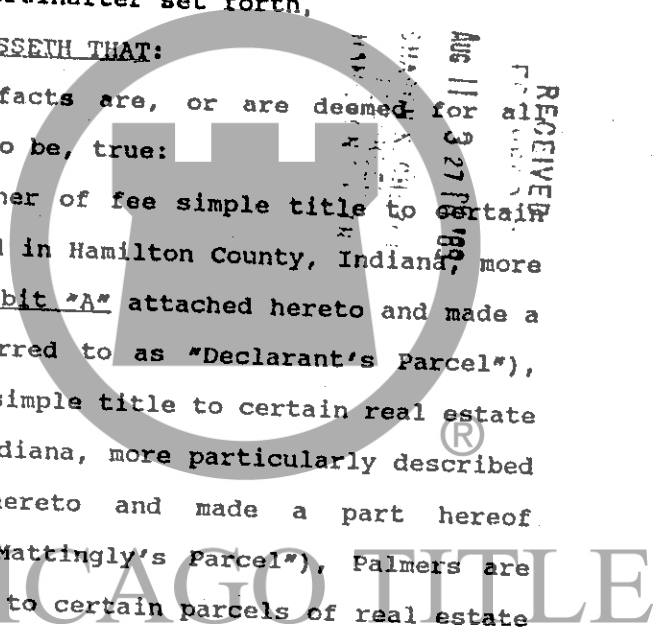
THIS DECLARATION, made this 1st day of AUGUST, 1989, by P.K.T. DEVELOPMENT COMPANY, an Indiana general partnership ("Declarant"), and joined in by J. B. MATTINGLY BUILDER, INC. an Indiana corporation ("Mattingly"), ELDON D. PALMER and M. ELAINE PALMER, Husband and Wife ("Palmers"), SUNBLEST FARMS, INC., an Indiana corporation ("Farms") (Mattingly, Palmers and Farms being hereinafter sometimes referred to, collectively, as the "Other Signatories"), and INDIANAPOLIS WATER COMPANY, an Indiana corporation ("Water Company"), for the purposes hereinafter set forth,

WITNESSETH THAT:

WHEREAS, the following facts are, or are deemed for all purposes of this Declaration to be, true:

A. Declarant is the owner of fee simple title to certain parcels of real estate located in Hamilton County, Indiana, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Declarant's Parcel"), Mattingly is the owner of fee simple title to certain real estate located in Hamilton County, Indiana, more particularly described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Mattingly's Parcel"), Palmers are the owners of fee simple title to certain parcels of real estate in Hamilton County, Indiana, more particularly described in Exhibit "C" attached hereto and made a part hereof (hereinafter referred to as "Palmer's Parcel") except for the portions thereof which are located within the Farms' Parcel (hereinafter defined) and Farms is the owner of fee simple title to certain real estate located in Hamilton County, Indiana, more particularly described in Exhibit "D" attached hereto and made a part hereof (hereinafter referred to as "Farms' Parcel") (Declarant's Parcel, Mattingly's Parcel, Palmers' Parcel and Farms' Parcel being hereinafter referred to, collectively, as the "Real Estate").

B. Declarant has laid out, platted, dedicated and improved, or intends hereafter to lay out, plat, dedicate and improve, the right-of-way of a public street known or to be known



as Sunblest Boulevard West, Fishers, Indiana (hereinafter referred to as the "Right-of-Way"), which Right-of-Way:

- (i) is adjacent to the east boundary of Tract I of the Declarant's Parcel,
- (ii) is adjacent to the west boundary of Tract II of the Declarant's Parcel,
- (iii) will include a strip of ground over, along and across the east 70 feet of Tract III of the Declarant's Parcel,
- (iv) is adjacent to the west boundary of Mattingly's Parcel,
- (v) will include a strip of ground over, along and across portions of the south and southeasterly sides of Tract I of Palmers' Parcel, varying in width between 70 feet and 90 feet,
- (vi) will be adjacent to the west and north boundaries of Tract II of Palmers' Parcel,
- (vii) will be adjacent to the west boundary of Tract III of Palmers' Parcel,
- (viii) will be adjacent to the north boundary of Tract IV of Palmers' Parcel, and
- (ix) will run through the southern portion of Farms' Parcel.

C. Declarant has installed or plans to install, partially in, on and along portions of the Real Estate adjacent to the Right-of-Way [including the area designated as the 50' by 50' "sign easement" located at the southwest corner of Mattingly's Parcel (per the recorded plat of the Fishers Crossing Addition)], and partially in the Right-of-Way, the equipment described in Exhibit "E" attached hereto and made a part hereof (hereinafter referred to as the "Service Line Equipment"), which Declarant desires to connect to the water line of the Water Company.

D. The Water Company is objecting to the installation of the Service Line Equipment pursuant to Rule 7(A) of its Rules and Regulations on file with and approved by the Indiana Utility Regulatory Commission governing its provision of water utility service because it is concerned that in the future the Water Company might be requested to maintain, repair or replace

(hereinafter "maintain") the Service Line Equipment because of its location partially in the Right-of-Way.

E. Declarant deems it desirable that the owner of Tract I of the Declarant's Parcel, or an association consisting of owners of lots and properties which include Tract I of the Declarant's Parcel, and more particularly described in Paragraph 5 hereof (hereinafter referred to as the "Association"), be responsible for maintaining the Service Line Equipment and that the Water Company have no obligation to maintain the Service Line Equipment.

NOW, THEREFORE, Declarant declares that the Declarant's Parcel and the Service Line Equipment be held, transferred, sold, conveyed, encumbered, leased, rented, used and occupied subject to the provisions, agreements, covenants and restrictions hereinafter set forth:

1. Declaration. Declarant hereby expressly declares (1) that the Water Company shall have no obligation to maintain in any manner the Service Line Equipment; (2) that the Water Company shall not be responsible for any damage that might occur to the Service Line Equipment regardless of the cause; and (3) that the maintenance of the Service Line Equipment, ~~if~~ such is to be maintained, shall be the obligation of the owners of Tract I of the Declarant's Parcel or the Association. No person shall have any right to require that the Water Company expend any funds toward the maintenance of the Service Line Equipment or any right to impose an obligation on the Water Company to maintain the Service Line Equipment, and if Declarant, Mattingly, Palmers, Farms or any other person would allegedly have such right pursuant to any rule or regulation, the Declarant, Mattingly, Palmers and Farms for themselves and their respective successors and assigns hereby expressly waive that right.

2. Acceptance and Ratification. All present and future owners, mortgagees, tenants and occupants of the Real Estate and the Service Line Equipment shall be subject to and comply with the provisions of this Declaration and all such provisions shall be covenants running with the land and shall be binding on any persons having at any time any interest or estate

in the Real Estate or the Service Line Equipment as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage and lease thereof. This Declaration shall remain in effect for so long as the Service Line Equipment is connected with the water line of the Water Company. All persons, corporations, partnerships, trusts and other legal entities which may own, occupy, use, enjoy or control any of the Real Estate or the Service Line Equipment shall be subject to this Declaration.

3. Maintenance of the Service Line Equipment. The obligation to maintain the Service Line Equipment shall rest with the owners of Tract I of the Declarant's Parcel or the Association for so long as the Service Line Equipment is connected to the water line of the Water Company. If the owners of Tract I of the Declarant's Parcel or the Association fail to maintain the Service Line Equipment, such failure shall not put any obligation on the Water Company or on any other entity to provide maintenance.

4. Joinder by Other Signatories. Each of the Other Signatories joins herein for the purposes of subjecting the respective portions of the Real Estate now owned by them to all of the provisions of this Declaration and declaring that this Declaration shall be binding on any persons having at any time any interest or estate in the respective portions of the Real Estate now owned by them; provided, however, that none of the Other Signatories nor any other person now or hereafter at any time having any interest or estate in the portions of the Real Estate now owned by the Other Signatories shall have any duty, responsibility or obligation with respect to the Service Line Equipment, the maintenance thereof or for the costs of installation or maintenance thereof, other than to permit the owners of Tract I of the Declarant's Parcel or the Association access onto the respective portions of the Real Estate now owned by the Other Signatories wherein the Service Line Equipment is now or hereafter will be located and installed by Declarant adjacent to the Right-of-Way (including the area designated as the 50' by 50' "sign easement" located at the southwest corner of

Mattingly's Parcel (per the recorded plat of the Fishers Crossing Addition)] for purposes of installation, maintenance, repair, replacement and servicing of the Service Line Equipment; provided further, however, that the foregoing proviso shall not be applicable to, and shall not be deemed to be or constitute a release of, the obligation of all members of the Association to contribute to the costs of maintenance of the Service Line Equipment by the Association whether or not the membership of such members in the Association is based upon ownership of any portion of the Real Estate now owned by any of the Other Signatories.

5. Association. It is the intention of Declarant to cause a not-for-profit corporation to be organized and incorporated under the laws of the State of Indiana under the name "River Walk Homeowners Association, Inc.", or a name similar thereto, for the purpose, among others, of providing for the maintenance, upkeep, repair, operation and administration of installations and improvements made or to be made by Declarant in the "Landscape Easements" provided for in the recorded plat of the River Ridge Addition (and in similar landscape easements which may hereafter be created in other portions of the Real Estate located adjacent to the Right-of-Way) or in public rights-of-way adjacent to such landscape easements (including among such installations and improvements, without limitation, the Service Line Equipment), and for the sharing of the costs thereof by the owners of certain lots and properties benefitted thereby (including, without limitation, the owners of Tract I of the Declarant's Parcel). In the event said Association is so organized and incorporated, Declarant shall have, and hereby expressly reserves, the right at any time to transfer and assign all of its rights and powers under this Declaration to said Association, and to delegate all of its duties, responsibilities and obligations hereunder to said Association. Upon any such assignment and delegation to the Association, and the acceptance and assumption of Declarant's duties, responsibilities and obligations hereunder by said Association, Declarant and all future owners of any part of Declarant's Parcel shall be released

of all such duties, responsibilities and obligations hereunder and shall thereafter have no further liability for the performance thereof.

6. Water Company Agreement. Subject to all of the terms, conditions and provisions of this Declaration, the Water Company agrees to permit the Service Line Equipment to be connected to the water line of the Water Company.

IN WITNESS WHEREOF, Declarant, the Other Signatories and the Water Company have executed this Declaration as of the day and year first hereinabove set forth.

J. B. MATTINGLY BUILDER, INC.,

By:

Joseph B. Mattingly
President

P.K.T. DEVELOPMENT COMPANY,
an Indiana general partnership

By: K. E. Thompson, Inc.,
an Indiana corporation,
Partner

By:

Kenneth E. Thompson
Kenneth E. Thompson,
President

INDIANAPOLIS WATER COMPANY,
an Indiana corporation

By:

G. S. Lyons
G. S. Lyons, Senior Vice
President--Engineering

CHICAGO TITLE

Eldon D. Palmer
Eldon D. Palmer

M. Elaine Palmer
M. Elaine Palmer

SUNBLEST FARMS, INC.

By:

Kenneth E. Thompson
Kenneth E. Thompson,
President

This Instrument was prepared by Dixon B. Dann, Attorney-at-Law.

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth E. Thompson, President of K. E. Thompson, Inc., an Indiana corporation, a partner of P.K.T. DEVELOPMENT COMPANY, an Indiana general partnership, who acknowledged the execution of the above and foregoing "Declaration of Maintenance Obligation" for and on behalf of said corporation in its capacity as a partner of said partnership, and for and on behalf of said partnership, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 25th day of July, 1989.

P. Elaine Goad
P. Elaine Goad, Notary Public

My Commission Expires:
October 30, 1990
My County of Residence:
Marion

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Joseph B. Mattingly, by me known to be the President of J. B. MATTINGLY BUILDER, INC., an Indiana corporation, who acknowledged the execution of the above and foregoing "Declaration of Maintenance Obligation" for and on behalf of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 25th day of July, 1989.

P. Elaine Goad
P. Elaine Goad, Notary Public

My Commission Expires:
October 30, 1990
My County of Residence:
Marion

CHICAGO TITLE

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared ELDON D. PALMER and M. ELAINE PALMER, Husband and Wife, who acknowledged the execution of the above and foregoing "Declaration of Maintenance Obligation" as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 25th day of July, 1989.

P. Elaine Goad
P. Elaine Goad, Notary Public

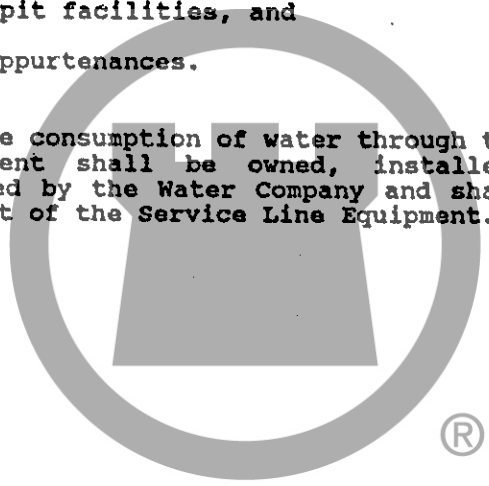
My Commission Expires:
October 30, 1990
My County of Residence:
Marion

Description of Service Line Equipment
Located Partially in Right-of-Way

A lawn and landscape irrigation and sprinkler system consisting of:

- (a) irrigation lines,
- (b) sprinkler heads,
- (c) controllers,
- (d) controller wiring lines,
- (e) controller hydraulic lines,
- (f) meter pit(s), meter pit cover(s), and other materials comprising the meter pit facilities, and
- (g) other equipment and appurtenances.

Note: Meters used to measure consumption of water through the Service Line Equipment shall be owned, installed, removed and maintained by the Water Company and shall not be considered part of the Service Line Equipment.



CHICAGO TITLE

This Instrument Recorded 8-11 1989
Sharon K. Cherry Recorder Hamilton County, IN

16 degrees 54 minutes 38 seconds East from said radius point; thence South 73 degrees 05 minutes 22 seconds West a distance of 110.91 feet to a curve having a radius of 140.00 feet, the radius point of which bears South 16 degrees 54 minutes 38 seconds East; thence Southwesterly along the arc of said curve a distance of 87.96 feet to a point which bears North 52 degrees 54 minutes 38 seconds West from said radius point; thence South 37 degrees 05 minutes 22 seconds West a distance of 50.00 feet to a curve having a radius of 475.00 feet, the radius point of which bears South 52 degrees 54 minutes 38 seconds East; thence Southwesterly along the arc of said curve a distance of 38.72 feet to the Beginning Point containing 30.393 acres, more or less (said Beginning Point bears North 57 degrees 34 minutes 50 seconds West from said radius point).

TRACT II:

Part of Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 35; thence South 89 degrees 39 minutes 22 seconds West (assumed bearing) along the South line of the said Southwest Quarter Section a distance of 609.82 feet; thence North 00 degrees 20 minutes 38 seconds West a distance of 390.02 feet to a curve having a radius of 1595.00 feet, the radius point of which bears North 89 degrees 39 minutes 22 seconds East; thence Northerly along said curve a distance of 273.28 feet to a point which bears North 80 degrees 31 minutes 38 seconds West from said radius point; thence North 09 degrees 28 minutes 22 seconds East a distance of 109.96 feet to a curve having a radius of 700.00 feet, the radius point of which bears North 80 degrees 31 minutes 38 seconds West; thence Northerly along said curve 242.92 feet to a point which bears North 79 degrees 35 minutes 22 seconds East from said radius point; thence North 10 degrees 24 minutes 38 seconds West a distance of 198.38 feet to a curve having a radius of 475.00 feet, the radius point of which bears North 79 degrees 35 minutes 22 seconds East; thence Northerly along the arc of said curve a distance of 355.08 feet to the Beginning Point (said Beginning Point bears North 57 degrees 34 minutes 50 seconds West from said radius point); thence South 54 degrees 00 minutes 01 seconds East a distance of 588.95 feet; thence North 50 degrees 32 minutes 34 seconds East a distance of 740.00 feet; thence North 21 degrees 33 minutes 23 seconds East a distance of 322.94 feet; thence North 87 degrees 06 minutes 15 seconds West a distance of 553.13 feet to a curve having a radius of 238.77 feet, the radius point of which bears South 02 degrees 53 minutes 45 seconds West; thence Southwesterly along the arc of said curve a distance of 290.90 feet to a point which bears North 66 degrees 54 minutes 38 seconds West from said radius point; thence South 23 degrees 05 minutes 22 seconds West a distance of 240.84 feet to a curve having a radius of 210.00 feet, the radius point of which bears North 66 degrees 54 minutes 38 seconds West; thence Southwesterly along the arc of said curve a distance of 183.26 feet to a point which bears South 16 degrees 54 minutes 38 seconds East from said radius point; thence South 73 degrees 05 minutes 22 seconds West a distance of 110.91 feet to a curve having a radius of 140.00 feet, the radius point of which bears South 16 degrees 54 minutes 38 seconds East; thence Southwesterly along the arc of said curve a distance of 87.96 feet to a point which bears North 52 degrees 54 minutes 38 seconds West from said radius point; thence South 37 degrees 05 minutes 22 seconds West a distance of 50.00 feet to a curve having a radius of 475.00 feet, the radius point of which bears South 52 degrees 54 minutes 38 seconds East; thence Southwesterly along the arc of said curve a distance of 38.72 feet to the Beginning Point, containing 14.808 acres, more or less.

TRACT III:

Part of Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 35; thence South 89 degrees 39 minutes 22 seconds West (assumed bearing) along the South line of the said Southwest Quarter Section a distance of 609.82 feet; thence North 00 degrees 20 minutes 38 seconds West a distance of 390.02 feet to a curve having a radius of 1595.00 feet, the radius point of which bears North 89 degrees 39 minutes 22 seconds East; thence Northerly along the arc of said curve a distance of 46.65 feet to the Beginning Point (said beginning point bears North 88 degrees 40 minutes 06 seconds West from said radius point); thence continue Northerly along the arc of said curve a distance of 226.63 feet to a point which bears North 80 degrees 31 minutes 38 seconds West from said radius point; thence North 09 degrees 28 minutes 22 seconds East a distance of 109.96 feet to a curve having a radius of 700.00 feet, the radius point of which bears North 80 degrees 31 minutes

38 seconds West; thence Northerly along the arc of said curve a distance of 242.92 feet to a point which bears North 79 degrees 35 minutes 22 seconds East from said radius point; thence North 10 degrees 24 minutes 38 seconds West a distance of 198.38 feet to a curve having a radius of 475.00 feet, the radius point of which bears North 79 degrees 35 minutes 22 seconds East; thence Northerly along the arc of said curve a distance of 355.08 feet to a point which bears North 57 degrees 34 minutes 50 seconds West from said radius point; thence South 54 degrees 00 minutes 01 seconds East a distance of 588.95 feet; thence South 30 degrees 11 minutes 27 seconds East a distance of 309.68 feet; thence South 54 degrees 36 minutes 23 seconds West a distance of 858.70 feet to the Beginning Point, containing 9.699 acres, more or less.

TRACT IV:

Part of the Southeast Quarter of Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the said Southeast Quarter Section; thence North 89 degrees 46 minutes 39 seconds East along the South line of the said Southeast Quarter Section a distance of 559.59 feet to the centerline of Allisonville Road; thence North 14 degrees 57 minutes 48 seconds East along the centerline of Allisonville Road a distance of 1045.00 feet to the Beginning Point; thence North 75 degrees 02 minutes 12 seconds West a distance of 245.00 feet; thence South 14 degrees 57 minutes 48 seconds West, parallel with the said centerline, a distance of 270.00 feet to the north line of Fishers Crossing, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument #88-19764 in Plat Book 16, Pages 51 through 53 in the Office of the Recorder of Hamilton County, Indiana; thence North 75 degrees 02 minutes 12 seconds West along the said north line a distance of 450.00 feet; thence North 30 degrees 11 minutes 27 seconds West a distance of 309.68 feet; thence North 50 degrees 32 minutes 34 seconds East a distance of 740.00 feet; thence North 21 degrees 33 minutes 23 seconds East a distance of 522.94 feet; thence South 87 degrees 06 minutes 15 seconds East a distance of 199.14 feet to a curve having a radius of 540.71 feet, the radius point of which bears South 02 degrees 53 minutes 45 seconds West; thence Easterly along the arc of said curve a distance of 115.90 feet to a point which bears North 15 degrees 10 minutes 38 seconds East from said radius point; thence South 74 degrees 49 minutes 22 seconds East a distance of 114.17 feet to the said centerline; thence South 14 degrees 57 minutes 48 seconds West along the said centerline a distance of 1122.87 feet to the Beginning Point, containing 17.956 acres, more or less.

CHICAGO TITLE

Legal Description of
Farms' Parcel

Part of the Southeast Quarter of Section 35,
Township 18 North, Range 4 East in Hamilton
County, Indiana, more particularly described
as follows:

Commencing at the Southwest corner of the
Southeast Quarter of Section 35, Township
18 North, Range 4 East; thence North 89
degrees 54 minutes 10 seconds East (assumed
bearing) on and along the South line of
said Southeast Quarter 559.59 feet to the
centerline of Allisonville Road; thence
North 15 degrees 04 minutes 00 seconds East
on and along the centerline of said Allison-
ville Road 2222.10 feet to the True Place of
Beginning of this tract; thence continuing
North 15 degrees 04 minutes 00 seconds East
on and along said centerline 494.34 feet;
thence South 89 degrees 32 minutes 50
seconds West 943.13 feet; thence South 00
degrees 07 minutes 20 seconds East 471.28
feet; thence North 89 degrees 54 minutes
10 seconds East parallel with the South line
of said Southeast Quarter 813.60 feet to
the place of beginning, containing 9.56
acres, more or less.

®

CHICAGO TITLE

Exhibit "D"

Legal Description of
Declarant's Parcel

Tract I:

Lots 1, 3, 4, 5, 7, and 8 in River Ridge, an addition in Fishers, Hamilton County, Indiana, the plat of which is recorded as Instrument No. 8900379, in Plat Book 16, pages 126-31, inclusive, in the office of the Recorder of Hamilton County, Indiana.

Tract II:

Block 1 in Fishers Crossing, an Addition in Hamilton County, Indiana, the plat of which is recorded as Instrument No. 8819764, in Plat Book 16, pages 51-53, inclusive, in the office of the Recorder of Hamilton County, Indiana.

Tract III:

Part of the Southwest Quarter of Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Southwest Quarter Section; thence along the South line thereof South 89 degrees 39 minutes 22 seconds West (assumed bearing) 609.82 feet; thence North 00 degrees 20 minutes 38 seconds West 390.02 feet to a curve having a radius of 1595.00 feet, the radius point of which bears North 87 degrees 39 minutes 22 seconds East; thence Northerly along said curve 273.28 feet to a point which bears North 80 degrees 31 minutes 38 seconds West from said radius point; thence North 09 degrees 28 minutes 22 seconds East 109.96 feet to a curve having a radius of 700.00 feet, the radius point of which bears North 80 degrees 31 minutes 38 seconds West; thence Northerly along said curve 217.84 feet to the Point of Beginning which point bears North 81 degrees 38 minutes 33 seconds East from said radius point; thence South 83 degrees 41 minutes 21 seconds West 325.05 feet; thence North 06 degrees 18 minutes 39 seconds West 50.00 feet; thence North 37 degrees 05 minutes 48 seconds West 269.96 feet; thence South 80 degrees 00 minutes 00 seconds West 164.80 feet; thence North 43 degrees 59 minutes 46 seconds West 438.65 feet; thence North 77 degrees 51 minutes 58 seconds West 247.68 feet; thence North 24 degrees 22 minutes 05 seconds East 486.89 feet; thence North 12 degrees 00 minutes 00 seconds East 135.00 feet; thence North 52 degrees 00 minutes 00 seconds East 270.38 feet; thence South 45 degrees 31 minutes 42 seconds East 1016.97 feet; thence South 57 degrees 34 minutes 50 seconds East 70.00 feet to a point on a curve having a radius of 475.00 feet, the radius point of which bears South 57 degrees 34 minutes 50 seconds East; thence southerly along said curve to the left 355.08 feet to the point of tangency which point bears South 79 degrees 35 minutes 22 seconds West from the radius point of said curve; thence South 10 degrees 24 minutes 38 seconds East 198.38 feet to a curve having a radius of 700.00 feet, the radius point of which bears South 79 degrees 35 minutes 22 seconds West; thence southerly along said curve to the right 25.08 feet to the Point of Beginning, containing 19.711 acres, more or less.

Legal Description of
Mattingly's Parcel

Block 8 in Fishers Crossing, an Addition in Hamilton County, Indiana, the plat of which is recorded as Instrument No. 8819764, in Plat Book 16, pages 51-53, inclusive, in the office of the Recorder of Hamilton County, Indiana.



CHICAGO TITLE

Exhibit "B"

Part of Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

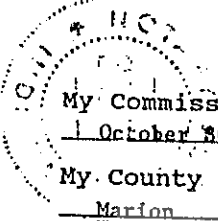
Commencing at the Southeast corner of the Southwest Quarter of said Section 35; thence South 89 degrees 39 minutes 22 seconds West (assumed bearing) along the South line of the said Southwest Quarter Section a distance of 609.82 feet; thence North 00 degrees 20 minutes 38 seconds West a distance of 390.02 feet to a curve having a radius of 1595.00 feet, the radius point of which bears North 89 degrees 39 minutes 22 seconds East; thence Northerly along said curve a distance of 273.28 feet to a point which bears North 80 degrees 31 minutes 38 seconds West from said radius point; thence North 09 degrees 28 minutes 22 seconds East a distance of 109.96 feet to a curve having a radius of 700.00 feet, the radius point of which bears North 80 degrees 31 minutes 38 seconds West; thence Northerly along said curve 242.92 feet to a point which bears North 79 degrees 35 minutes 22 seconds East from said radius point; thence North 10 degrees 24 minutes 38 seconds West a distance of 198.38 feet to a curve having a radius of 475.00 feet, the radius point of which bears North 79 degrees 35 minutes 22 seconds East; thence Northerly along the arc of said curve a distance of 355.08 feet to the Beginning Point (said Beginning Point bears North 57 degrees 34 minutes 50 seconds West from said radius point); thence North 57 degrees 34 minutes 50 seconds West a distance of 70.00 feet; thence North 45 degrees 31 minutes 42 seconds West a distance of 1143.25 feet; thence North 35 degrees 03 minutes 25 seconds East a distance of 686.78 feet; thence South 64 degrees 48 minutes 46 seconds East a distance of 552.80 feet; thence South 43 degrees 20 minutes 53 seconds East a distance of 397.46 feet; thence South 71 degrees 22 minutes 52 seconds East a distance of 168.11 feet; thence North 77 degrees 02 minutes 43 seconds East a distance of 645.51 feet; thence South 87 degrees 06 minutes 15 seconds East a distance of 168.35 feet; thence South 01 degrees 40 minutes 29 seconds West a distance of 60.82 feet to a curve having a radius of 275.00 feet, the radius point of which bears South 88 degrees 19 minutes 31 seconds East; thence Southerly along the arc of said curve a distance of 47.89 feet to a point which bears South 81 degrees 41 minutes 47 seconds West from said radius point; thence South 08 degrees 18 minutes 13 seconds East a distance of 63.04 feet to a curve having a radius of 325.00 feet, the radius point of which bears South 81 degrees 41 minutes 47 seconds West; thence Southerly along the arc of said curve a distance of 56.60 feet to a point which bears South 88 degrees 19 minutes 31 seconds East from said radius point; thence South 01 degrees 40 minutes 29 seconds West a distance of 51.84 feet; thence South 87 degrees 06 minutes 15 seconds East a distance of 60.67 feet to a curve having a radius of 1563.80 feet, the radius point of which bears North 02 degrees 53 minutes 45 seconds East; thence Easterly along the arc of said curve a distance of 116.30 feet to a point which bears South 01 degrees 21 minutes 54 seconds East from said radius point; thence North 88 degrees 38 minutes 06 seconds East a distance of 49.62 feet to a curve having a radius of 400.18 feet, the radius point of which bears South 01 degrees 21 minutes 54 seconds East; thence Easterly along the arc of said curve a distance of 115.54 feet to a point which bears North 15 degrees 10 minutes 38 seconds East from said radius point; South 74 degrees 49 minutes 22 seconds East a distance of 87.47 feet; to the centerline of Allisonville Road as now established; thence South 14 degrees 57 minutes 48 seconds West along said centerline a distance of 90.00 feet; thence North 74 degrees 49 minutes 22 seconds West a distance of 114.17 feet to a curve having a radius of 540.71 feet, the radius point of which bears South 15 degrees 10 minutes 38 seconds West; thence Westerly along the arc of said curve a distance of 115.90 feet to a point which bears North 02 degrees 53 minutes 45 seconds East from said radius point; thence North 87 degrees 06 minutes 15 seconds West a distance of 752.27 feet to a curve having a radius of 238.77 feet, the radius point of which bears South 02 degrees 53 minutes 45 seconds West; thence Southwesterly along the arc of said curve a distance of 290.90 feet to a point which bears North 66 degrees 54 minutes 38 seconds West from said radius point; thence South 23 degrees 05 minutes 22 seconds West a distance of 240.84 feet to a curve having a radius of 210.00 feet, the radius point of which bears North 66 degrees 54 minutes 38 seconds West; thence Southwesterly along the arc of said curve a distance of 183.26 feet to a point which bears South

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth E. Thompson, by me known to be the President of SUNBLEST FARMS, INC., an Indiana corporation, who acknowledged the execution of the above and foregoing "Declaration of Maintenance Obligation" for and on behalf of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 25th day of July, 1989.

P. Elaine Goad
P. Elaine Goad, Notary Public



My Commission Expires:
October 30, 1990
My County of Residence:
Marion

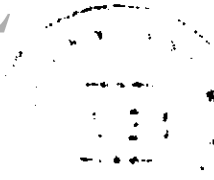
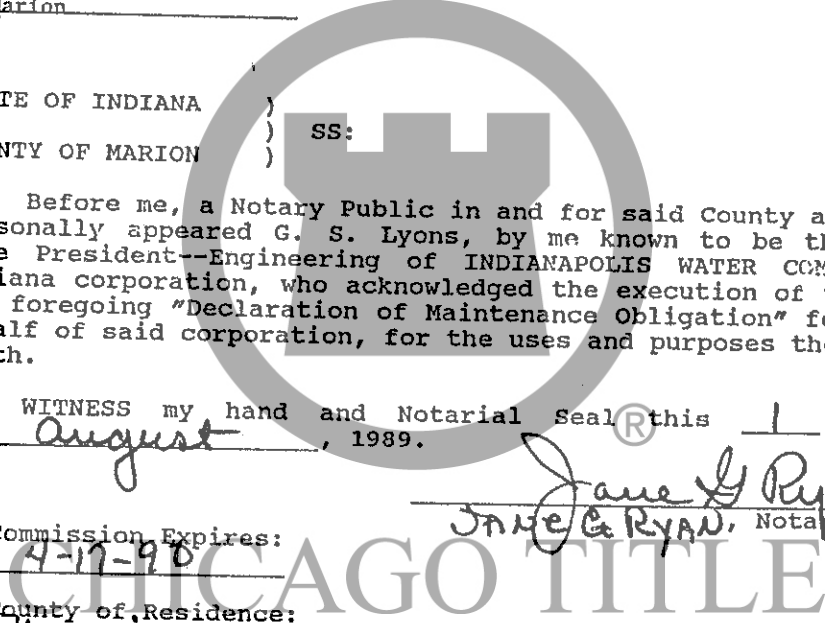
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared G. S. Lyons, by me known to be the Senior Vice President--Engineering of INDIANAPOLIS WATER COMPANY, an Indiana corporation, who acknowledged the execution of the above and foregoing "Declaration of Maintenance Obligation" for and on behalf of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 1 day of August, 1989.

Jane G Ryan
JANE G RYAN, Notary Public

My Commission Expires:
4-17-90
My County of Residence:
Marion



This Instrument was prepared by Dixon B. Dann, Attorney-at-Law.

SUNBLEST FARMS, COMMERCIAL PLATT SECTION ONE
PLAT BOOK 7 PAGES 80-81
RECORDED JANUARY 10, 1979

Entry No.

Page No.

LEGAL DESCRIPTION

I, the undersigned, being a duly registered land surveyor in the State of Indiana, hereby certify this plat to be true and correct representing a Subdivision of part of the Northeast Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 2, T 17 N R 4 E, thence North 89 degrees 57 minutes 32 seconds East on and along the North line of said quarter section 937.61 feet;
thence South 00 degrees 13 minutes 33 seconds West 45.00 feet to a point hereafter known as the true point of beginning of this description;
thence continuing South 00 degrees 13 minutes 33 seconds West 455.00 feet;
thence South 21 degrees 20 minutes 22 seconds West 702.26 feet;
thence North 88 degrees 06 minutes 43 seconds West 450.19 feet;
thence North 16 degrees 11 minutes 21 seconds East 550.68 feet;
thence North 16 degrees 04 minutes 13 seconds East 114.54 feet;
thence North 89 degrees 57 minutes 32 seconds East 235.00 feet;
thence North 00 degrees 13 minutes 33 seconds East 200.00 feet;
thence South 89 degrees 57 minutes 32 seconds West 178.16 feet;
thence North 16 degrees 04 minutes 13 seconds East 265.42 feet;
thence North 89 degrees 57 minutes 32 seconds East 390.05 feet to the true point of beginning of this description.

The above described tract contains 11.045 acres, more or less, and is subject to all legal rights-of-way and easements of record.

This subdivision consists of 5 lots, numbered 1 thru 5 inclusive.

The size of lots are shown in figures denoting feet and decimal parts thereof.

WITNESS my hand and Registered Land Surveyors Seal this 17 day of May, 1978

CHICAGO TITLE

John W. Whitlock L. S. S0163

COMMERCIAL PLATT SECTION ONE

Being part of the northeast quarter of section 2, township 17 north, range 4 east Hamilton County, Indiana.

STATE OF INDIANA
COUNTY OF HAMILTON S.S.

Before me, the undersigned, a Notary Public, in the and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this 13th day of December, 1978.

Noblesville Title and Abstract Company
Noblesville, Indiana

Sherman C. Ablett

Notary Public-Residing in Marion Co.

My commission expires January 8, 1979

OWNER AND SUBDIVIDER: THE KANTER CORPORATION OF INDIANA

Charles Jeffress
President

COMMISSION CERTIFICATE

Under authority provided by Chapter 174-Acts of 1947, enacted by the general assembly of the State of Indiana, and all Acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held December 12, 1978

FISHERS TOWN PLAN COMMISSION

Stephen Brooks
President

Susan W. Jones
Secretary



CHICAGO TITLE

SUNBLEST COMMERCIAL SHOPS, SECTION I

The undersigned, Kanter Corporation of Indiana, Michael F. Gorski, Inc. and Wainwright Bank and Trust Company, being the owners of the real estate described herein, do hereby lay off, plat and subdivide into commercial lots, said real estate in accordance with the within plat. The following restrictions, limitation and covenants are hereby imposed upon and shall run with the real estate contained in this plat.

1. Name. This subdivision shall be known and designated as Sunblest Commercial Shops, Section I, a commercial subdivision in Hamilton County, Inc.

2. Purpose. This plat and the easements, covenants and restrictions contained herein are established for the purposes of (a) apportioning rights, obligations and responsibilities of the owners of the lots as to the cost of maintaining the 116th Street Easement (hereinafter defined), (b) providing for the common non-exclusive easement over and across the western side of Lot 2, (c) providing for the common non-exclusive easement over and across a part of Lot 3 to enable the owners of the lots and have access to 116th Street and to Allisonville Road and (d) providing for a common non-exclusive easement over and across a part of Lot 6 to provide access to Allisonville Road.

3. Easements. The owners hereby reserve, as applicable, unto themselves, their successors and assigns and do hereby grant, as applicable, to the owner of each lot and to the lessees and occupants of the lots, their guests, invitees, licensees, mortgagees and all public and quasi-public vehicles, the following easements:

(a) A common non-exclusive easement for pedestrians and vehicular traffic and for utilities (including, but not limited to, water, sewer, gas, telephone and electricity) over and across the area designated on the within plat as the "40 foot ingress-egress and utility easement" extending from 116th Street to the northern line of Lot 3 (referred to in this plat as the "116th Street Easement").

(b) A common non-exclusive easement for pedestrians and vehicular traffic over and across that area on Lot 3 designated on the within plat as the "24 foot access easement" (referred to in this plat as the "Access Easement").

(c) Common non-exclusive easements designated on the within plat as (1) Utility Easement, and (2) Drainage and Utility Easement which are reserved for the use of public utilities (including, but not limited to, water, sewer, gas, telephone, electricity) for the installation of water and sewer mains, poles, ducts, lines, wires and other applicable utility.

(d) A common non-exclusive easement for pedestrians and vehicular traffic over and across the southwestern corner of Lot 6 designated on the within plat as "Lot 6 Easement" (referred to in this plat as Lot 6 Easement).

No permanent or other structures are to be erected or maintained upon any of the above described easements and each lot owner shall take title subject to such easements.

4. Parking Prohibition. There shall be no parking of any vehicles on the 116th Street Easement, the Access Easement or the Lot 6 Easement.

5. Maintenance of 116th Street Easement. The owner or owners of Lot 3 (Lot 3 Owner) shall provide for the maintenance, repair, replacement, upkeep and snow removal for the 116th Street Easement and roadway thereon (hereinafter referred to as "Maintenance Costs"). The Lot 3 Owner shall have a license or right to enter upon the 116th Street Easement at any time to provide for or accomplish the maintenance repair, replacement, upkeep and snow removal for the 116th Street Easement. The Lot 3 Owner shall be solely responsible to determine when and how such repair, replacement, maintenance and snow removal is accomplished, however, all the owners of Lots 1, 2, 3, 4, and 6 shall be responsible for and obligated to pay the Maintenance Costs. Each lot's prorata share of the Maintenance Costs shall be the total Maintenance Costs divided by five. Any costs of collection of such Maintenance Costs from the lot owners not otherwise reimbursed to the Lot 3 Owner shall be the responsibility of the owners of Lots 1, 2, 3, 4, and 6 and shared in the same allocation as the Maintenance Costs are shared.

Any lot owner shall be entitled to an accounting of the Maintenance Cost incurred. Each lot owner shall be personally liable for payment of his prorata share of the Maintenance Costs. Where the lot owner constitutes more than one person, the liability of such persons shall be joint and several. If a lot has divided ownership each owner shall be obligated to pay an amount equal to the ratio that the square footage owned bears to the total square footage of the lot multiplied by that percentage of the Maintenance Costs applicable to the total lot. If any owner shall fail, refuse or neglect to make his payment of the prorata share of the Maintenance Costs, the Lot 3 Owner may bring a suit in equity or law to recover a money judgment for any unpaid Maintenance Costs. In any action to recover such Maintenance Costs the Lot 3 Owner shall be entitled to recover any cost and expenses incurred in such action, including, but not limited to, reasonable attorney's fees, from the lot owner failing to make such payment.

6. Maintenance of Access Easement. The owner or owners of Lot 3, at their sole cost and expense, shall provide for the maintenance, repair, replacement, upkeep and snow removal for the Access Easement.

7. Waiver. No owner may exempt himself from liability for his contribution toward the Maintenance Costs by waiver of use or enjoyment of the 116th Street Easement or abandonment of his lot, provided, however, Kanter Corporation of Indiana shall not be obligated for payment of any Maintenance Costs that would be applicable to any lot Kanter owns if such lot is not developed and used for some type of commercial purpose. Every other lot owner shall be obligated to pay the proportionate share of the Maintenance Costs applicable to such owner's lot whether or not such lot is being used for commercial purposes.

8. Severability. The invalidity of any covenant, restriction, condition or limitation or other provision of this Plat shall not impair or affect the validity of the remaining covenants and easements which shall remain in full force and effect.

9. Enforcement. The standards, covenants, restrictions and easements contained in the plat may be enforced by any lot owner by appropriate action in law or equity, damages and injunction. There shall be no rights or reversion or

forfeiture in title resulting from violation of any of the covenants, easements and restrictions contained herein.

10. Acceptance and Ratification. All present and future owners, mortgagess, tenants and occupants of lots shall be subject to and shall comply with the provisions of this plat. Acceptance of a deed of conveyance or the act of occupancy of any lot or part thereof shall constitute an agreement that the provisions of this plat are accepted and ratified by such owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having any interest or estate in the real estate as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or release thereof for a period of 25 years from the date of this plat, at which time these covenants easements and restrictions shall be automatically extended for successive periods of ten (10) years unless changes in whole or part by a vote of 80% of the lots covered by these covenants and restrictions. Each lot shall be entitled to one vote (regardless of the number of owners), which vote shall be as the owners thereof determine.

11. Benefit. The covenants, easements and restrictions contained herein shall be binding upon and inure to the benefit of the owners, their successors and assigns.

OWNER AND SUBDIVIDER:

KANTER CORPORATION OF INDIANA

BY Charles Jeffress

Michael F. Gorski, Inc. ®

WAINWRIGHT BANK & TRUST COMPANY

BY _____ ?

CHICAGO TITLE

STATE OF INDIANA)

SS:

COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Charles Jeffress

Michael F. Gorski, and

Floyd Howe

who acknowledged the execution of the foregoing instrument as thier voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this 13th day of December, 1978.

Shermans C. Ablett

Notary Public

My Commission Expires:

Jan 8, 1979

My County of Residence:

Marion

STATE OF INDIANA
COUNTY OF HAMILTON S.S.

Before me, the undersigned, a Notary Public, in and for the said County and State, personally appeared Michael F. Gorski, Inc., who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 13th day of December, 1978.

January 8, 1979

My Commission Expires

Shermans C. Ablett

Notary Public - Residing in Marion Co.

OWNER LOT # 1:

MICHAEL F. GORSKI, INC.

Michael F. Gorski, President

STATE OF INDIANA
COUNTY OF HAMILTON S. S.



Before me, the undersigned, a Notary Public, in and for the said County and State, personally appeared W. B. Corporation, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 13th day of December, 1978.

January 8, 1979

My Commission Expires

Shermans C. Ablett

Notary Public - Residing in Marion Co.

OUT LOT #6:

W. B. CORPORATION

?

PRESIDENT

Virginia L. Hughes SECRETARY

SUNBLEST FARMS

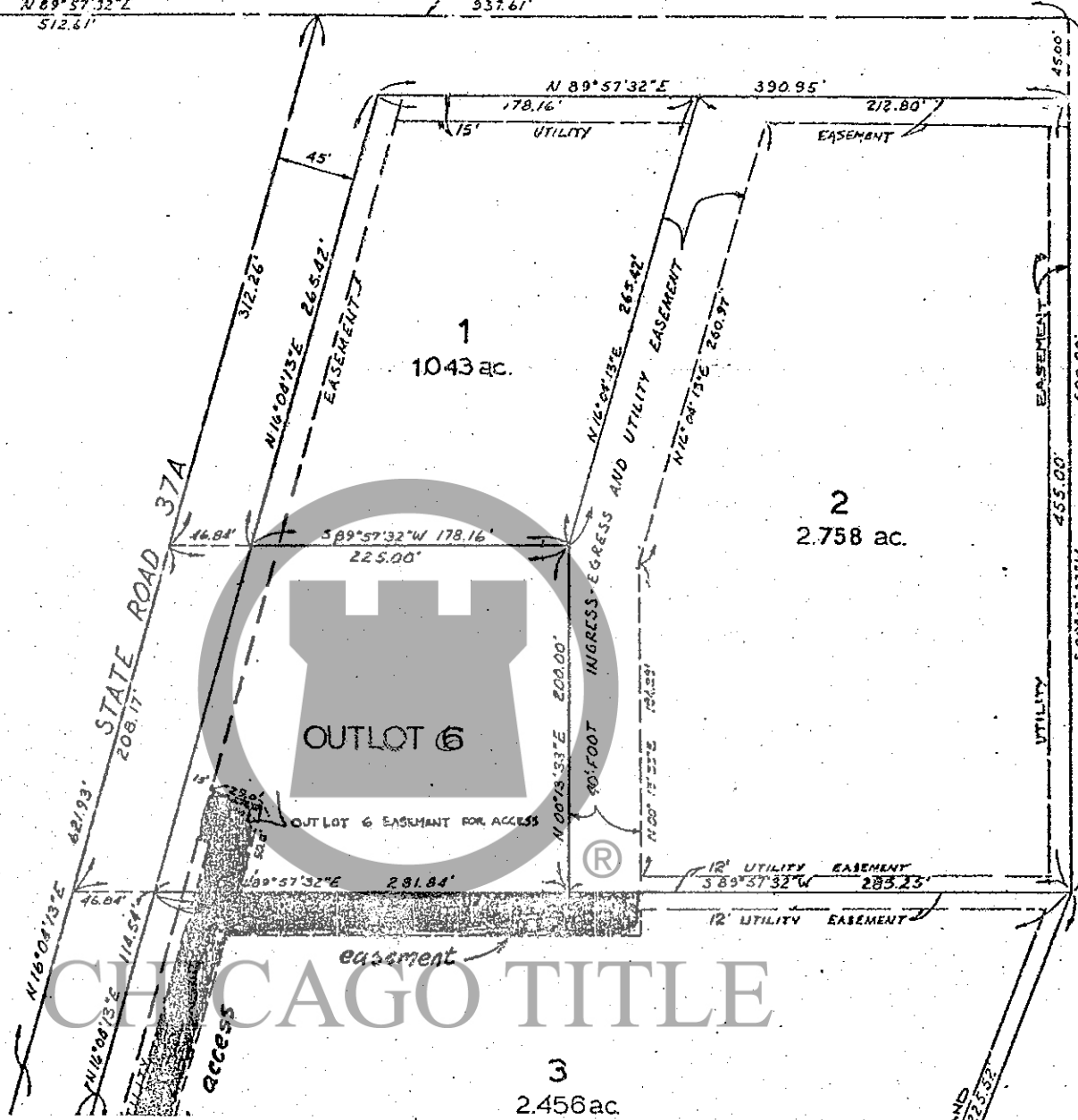
NORTH LINE NE 1/4 SEC. 2-T17N-R4E

E EAST 116TH STREET

N 89° 57' 32" E
512.61'

337.61'

N.W. CORNER NE 1/4
SEC. 2-T17N-R4E



CHICAGO TITLE

SUN-BLEST FARMS, UNIT 1A
Plat Book 5 Pages 91-92
January 17, 1975

Entry No.

Page No.

This subdivision consists of 13 Lots, numbered from 1 to 13, both inclusive, with streets as shown hereon. The size of Lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 18th day of December 1974.

Allen D. Ludlow, Reg. Land Surveyor
Indiana #S0051

All lots within this plat shall front upon Northwood Drive. No driveway, alleyway or curb cut of any kind shall be erected, constructed, maintained or allowed to exist with respect to the Northernmost boundaries of Lots 1 through 13, both inclusive, and the westernmost boundary of Lot 1.

The use of all Lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

All yard dimensions and restrictions shall be in accordance with the town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No sign or billboard except professional or "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pets shall be permitted.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of lots in this plot. These covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

Noblesville Title and Abstract Company
Noblesville, Indiana

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

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER:

KANTER CORPORATION OF INDIANA

By Charles D. Jeffress
President

R. E. Wildermuth
Secretary

INDIANA MORTGAGE CORPORATION

Charles V. Reed
Vice President

STATE OF INDIANA)
COUNTY OF HAMILTON) SS

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 8 day of January 1975.

Alice C. Whittenbarger
Notary Public

My Commission Expires 7-15-78

COMMISSION CERTIFICATE

Under authority provided by Chapter 174-Acts of 1947, enacted by the general assembly, of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held January 8, 1975.

FISHERS TOWN PLAN COMMISSION

Stephen T. Crickmore, President
Helen E. Roesener, Secretary

A planting screen strip, six (6) feet in width is hereby established along the Westernmost Boundry of Lot 1 of this plat. The centerline of such six (6) foot strip shall be and hereby is established to the building set-back line from such westernmost boundry of said lot. Within three years of the recording of this plat, the owner of Lot 1 shall install and thereafter maintain screen planting along such strip which will, within a period of three years, provide a tight screen, effective at all times of the year, at least four (4) feet, but less than seven (7) feet in height and three (3) feet in width.

No fence or fences shall be constructed, erected or allowed to exist within twenty (20) feet of the northernmost boundries of Lots 1 through 13, both inclusive, or within twenty (20) feet of the westernmost boundry of Lot 1.



CHICAGO TITLE

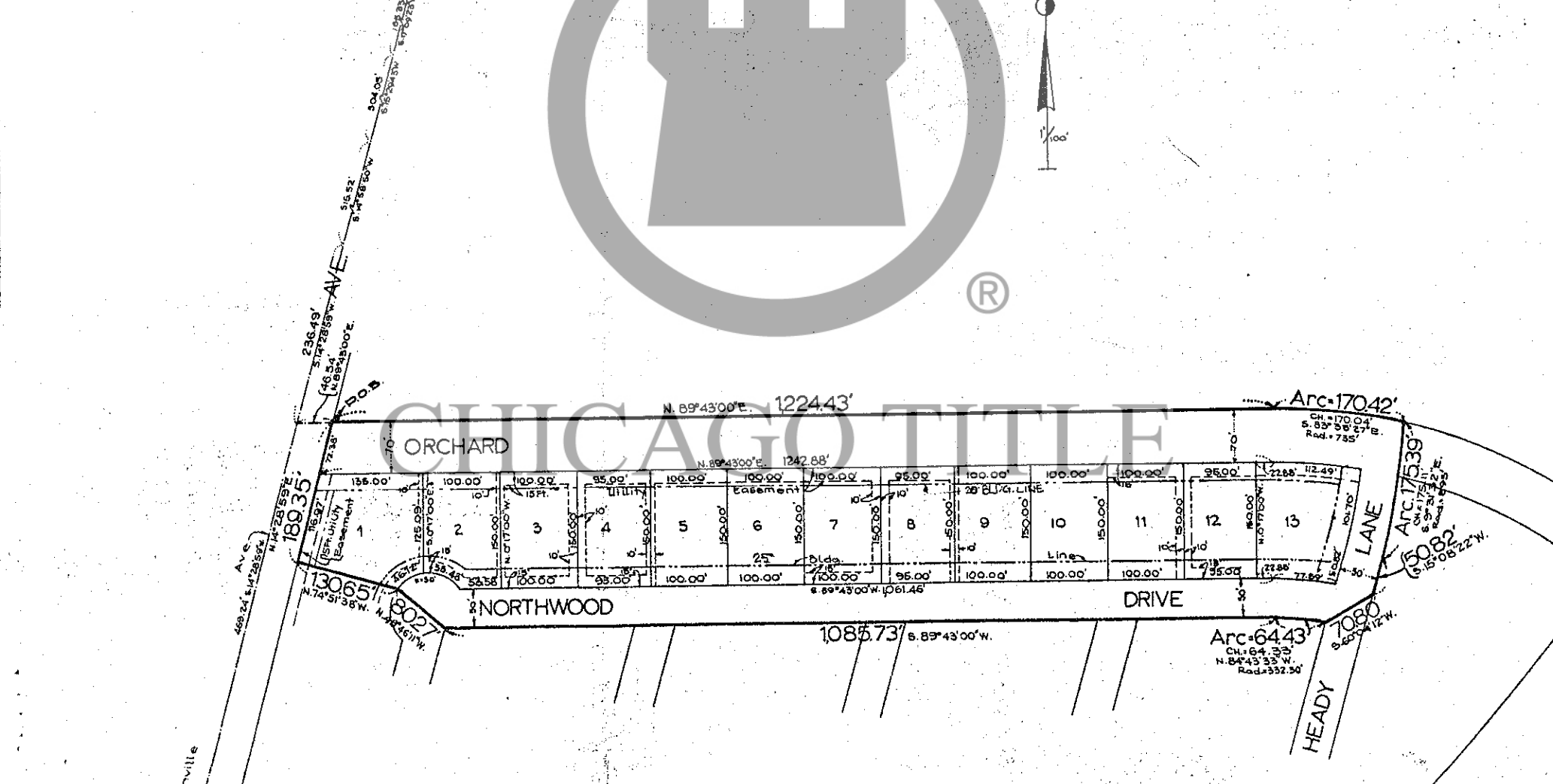
RECORDED
10/20/11
91-92
L. J. ...
PLAT

SUN-BLEST FARMS UNIT 1A

Being a Subdivision of Part of the Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana.



Northwest corner of the Northeast 1/4 of Section 35
North Line of Northeast 1/4 of Section 35
EAST 126' N. 89° 55' 00" E.



Misc. Record 146 page 695
Recorded August 25, 1975

Entry No.

Page No.

CERTIFICATE OF CORRECTION
FOR
SUN-BLEST FARMS UNIT 1-A, B, C, G AND H

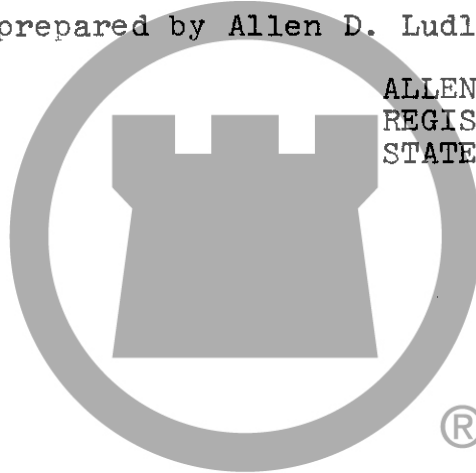
I, the undersigned, hereby certify that I prepared and certified the record plats of Sun-Blest Farms, Unit 1-A, B, C, G AND H, additions in Hamilton County, which are recorded in Plat Book 5, pages 91 & 92; 99 and 100; 101 and 102; 131 and 132; 126 and 127 in the Office of the Recorder of Hamilton County, Indiana.

Part of the 3rd and 4th lines of the legal description should be amended to read, as follows:

"a Sub-division of part of Section 35 and 36, Township 18 North, Range 4 East".

This instrument was prepared by Allen D. Ludlow.

ALLEN D. LUDLOW
REGISTERED LAND SURVEYOR
STATE OF INDIANA #S0051



CHICAGO TITLE

SUN-BLEST FARMS, UNIT 1B
Plat Book 5 pages 99-100
Recorded March 21, 1975

Entry No.

Page No.

This subdivision consists of 14 lots, numbered from 75 to 88, both inclusive, with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 15th day of February 1975.

Allen D. Ludlow
Registered Land Surveyor
Indiana #50051

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pet shall be permitted.

All yard dimensions and restrictions shall be in accordance with the town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of lots in this plat, these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

The narrow side of the lot abutting a street shall be considered the front.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER

KANTER CORPORATION OF INDIANA

By Charles D. Jeffree, President
Philip A. Nicely, Asst Secretary

INDIANA MORTGAGE CORPORATION

Charles V. Reed, Vice President

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.



Witness my hand and Notarial Seal this 6th day of March 1975.

Shermans C. Ablett
Notary Public

CHICAGO TITLE

My Commission Expires 1-8-79

COMMISSION CERTIFICATE

Under authority provided by chapter 174-acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held 3-12-1975.

FISHERS TOWN PLAN COMMISSION

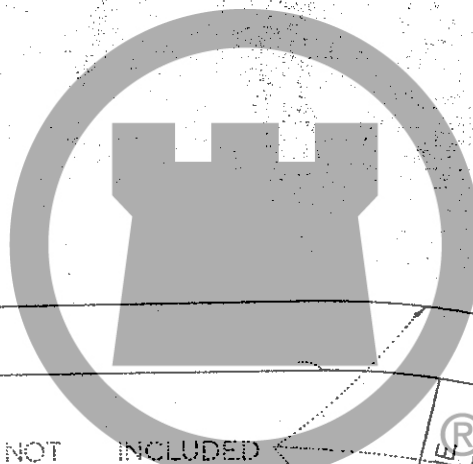
Stephen T. Crickmore, President
Helen E. Roesener, Secretary

This Instrument Prepared by:
ALLEN D. LUDLOW, President, LUDLOW AND ASSOCIATES, INC.

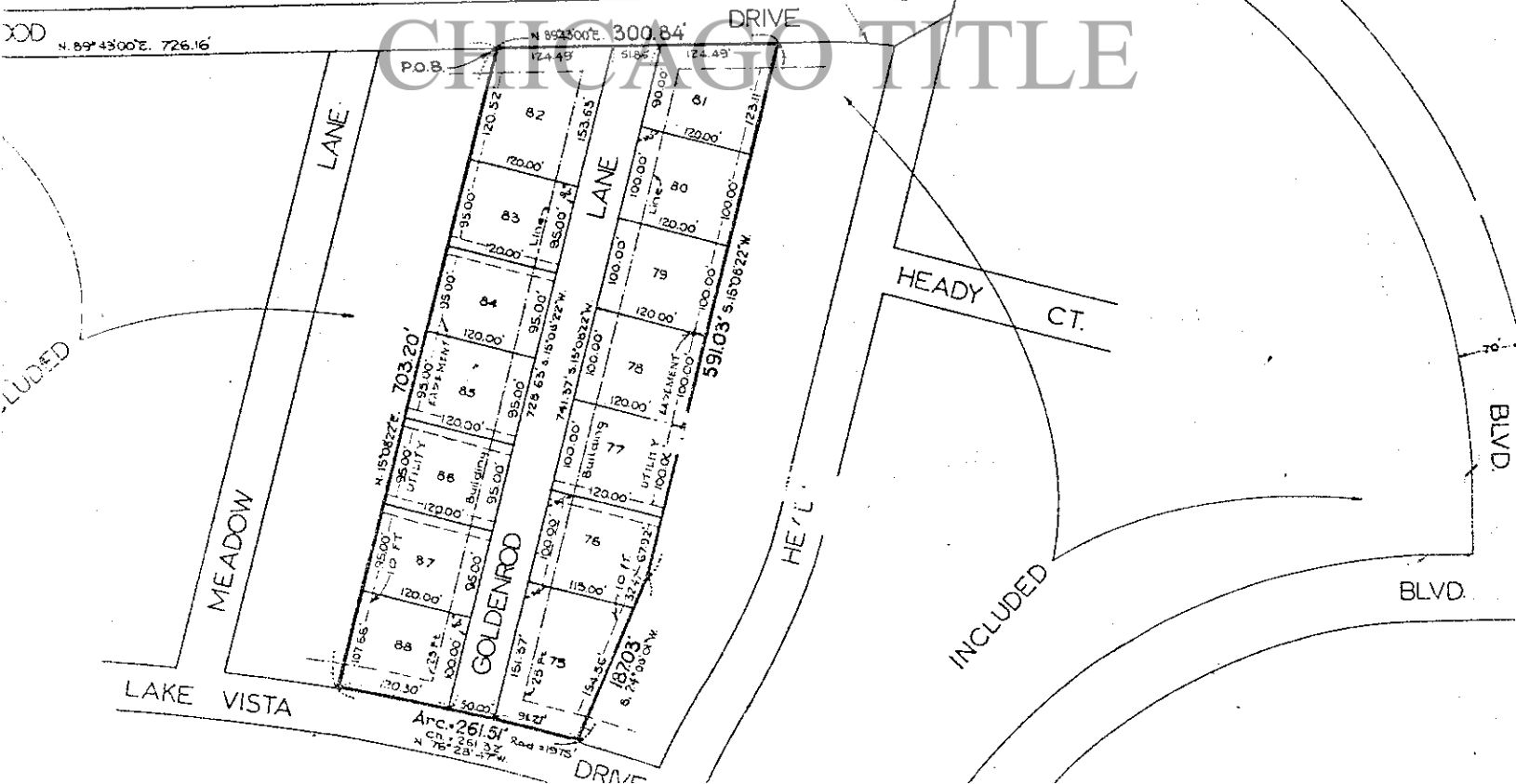
SUN-BLEST FARMS

UNIT 1B

Being a Subdivision of Part of the Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana.



SUN-BLEST FARMS UNIT 1A NOT INCLUDED



Misc. Record 146 page 695
Recorded August 25, 1975

Entry No.

Page No.

CERTIFICATE OF CORRECTION
FOR
SUN-BLEST FARMS UNIT 1-A, B, C, G AND H

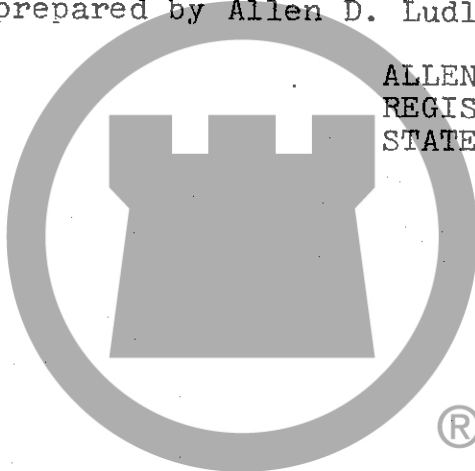
I, the undersigned, hereby certify that I prepared and certified the record plats of Sun-Blest Farms, Unit 1-A, B, C, G AND H, additions in Hamilton County, which are recorded in Plat Book 5, pages 91 & 92; 99 and 100; 101 and 102; 131 and 132; 126 and 127 in the Office of the Recorder of Hamilton County, Indiana.

Part of the 3rd and 4th lines of the legal description should be amended to read, as follows:

"a Sub-division of part of Section 35 and 36, Township 18 North, Range 4 East".

This instrument was prepared by Allen D. Ludlow.

ALLEN D. LUDLOW
REGISTERED LAND SURVEYOR
STATE OF INDIANA #S0051



CHICAGO TITLE

SUN-BLEST FARMS, UNIT 1C
Plat Book 5 pages 101-102
Recorded March 21, 1975

Entry No.

Page No.

This subdivision consists of 12 lots, numbered from 124 to 135, both inclusive, with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 15th day of February 1975.

Allen D. Ludlow
Registered Land Surveyor
Indiana #50051

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional of "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pets shall be permitted.

All yard dimensions and restrictions shall be in accordance with the town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of lots in this plat, these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

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

The narrow side of the lot abutting a street shall be considered the front.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER

KANTER CORPORATION OF INDIANA

By Charles D. Jeffress, President
Philip A. Nicely, Assist Secretary

INDIANA MORTGAGE CORPORATION

Charles V. Reed, Vice-President

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes thereon expressed.

Witness my hand and Notarial Seal this 8th day of March 1975.

Shermans C. Ablett, Notary Public

My Commission Expires 1-8-79

COMMISSION CERTIFICATE

Under authority provided by chapter 174-acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held 3-12-1975.

FISHERS TOWN PLAN COMMISSION

Stephen T. Crickmore, President
Helen E. Roesener, Secretary

This Instrument Prepared by:
Allen D. Ludlow, President
Ludlow and Associates, Inc.

Sun-Blest Farms, Unit 1C

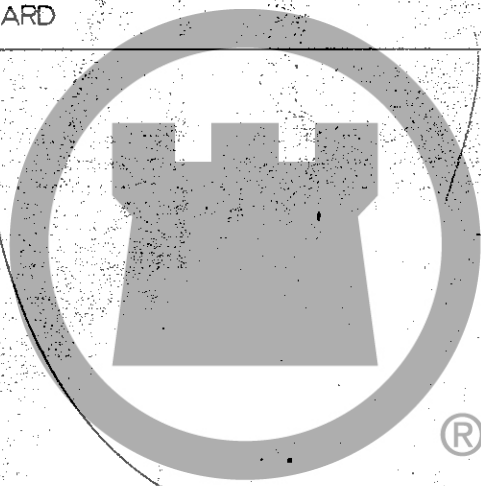


West corner of the Northeast 1/4 of Section 35
North Line of Northeast 1/4 of Section 35
457-1267
4895500E

West
1338'
East
and
verse
Radius
800.97'
with
aid circle,
26°19'12"
Arc
South
North
ance
331'
59.59'
South
istance
2531'
42-4'
6-Line
(State Road 37A) or
Allisonville

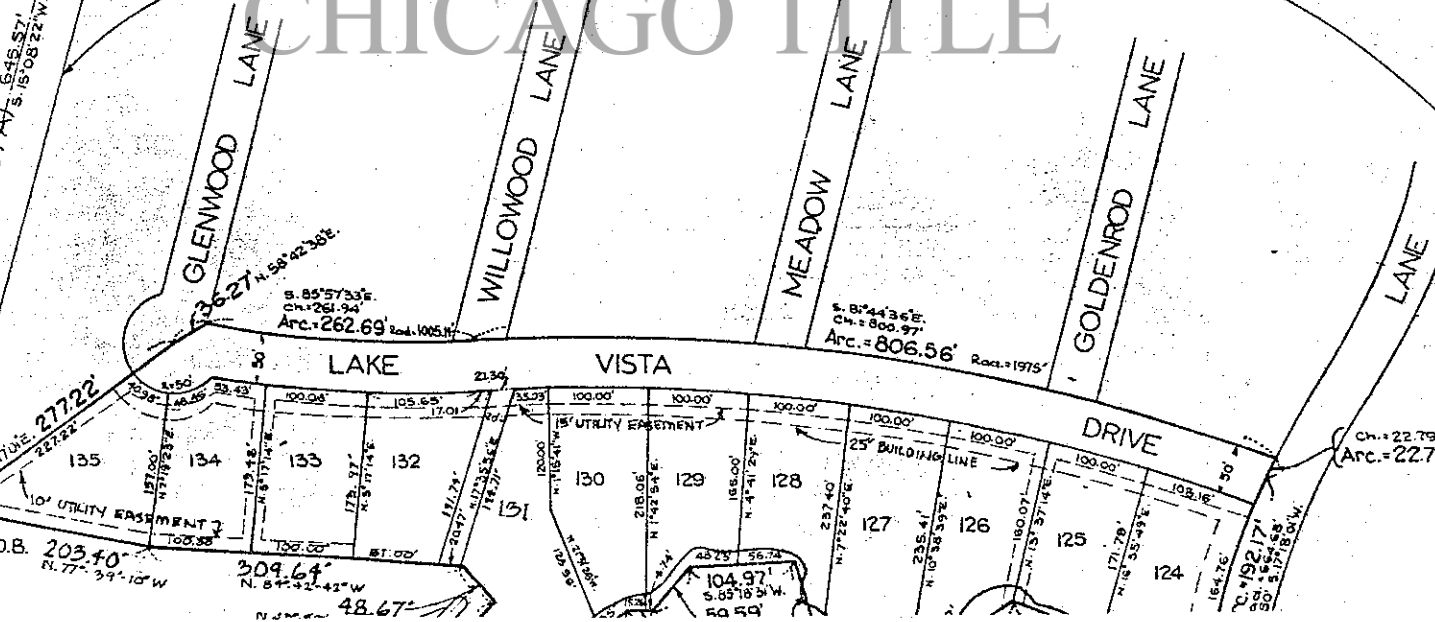
3142855 W AVE
515.52'
S 47°28'50" W
304.00'
S 18°20'33" W
177.65'
S 17°05'53" W

ORCHARD



NOT INCLUDED

CHICAGO TITLE



Center
52° 45.67'

P.O.B. 203.40'
N. 77° 39' 10" W

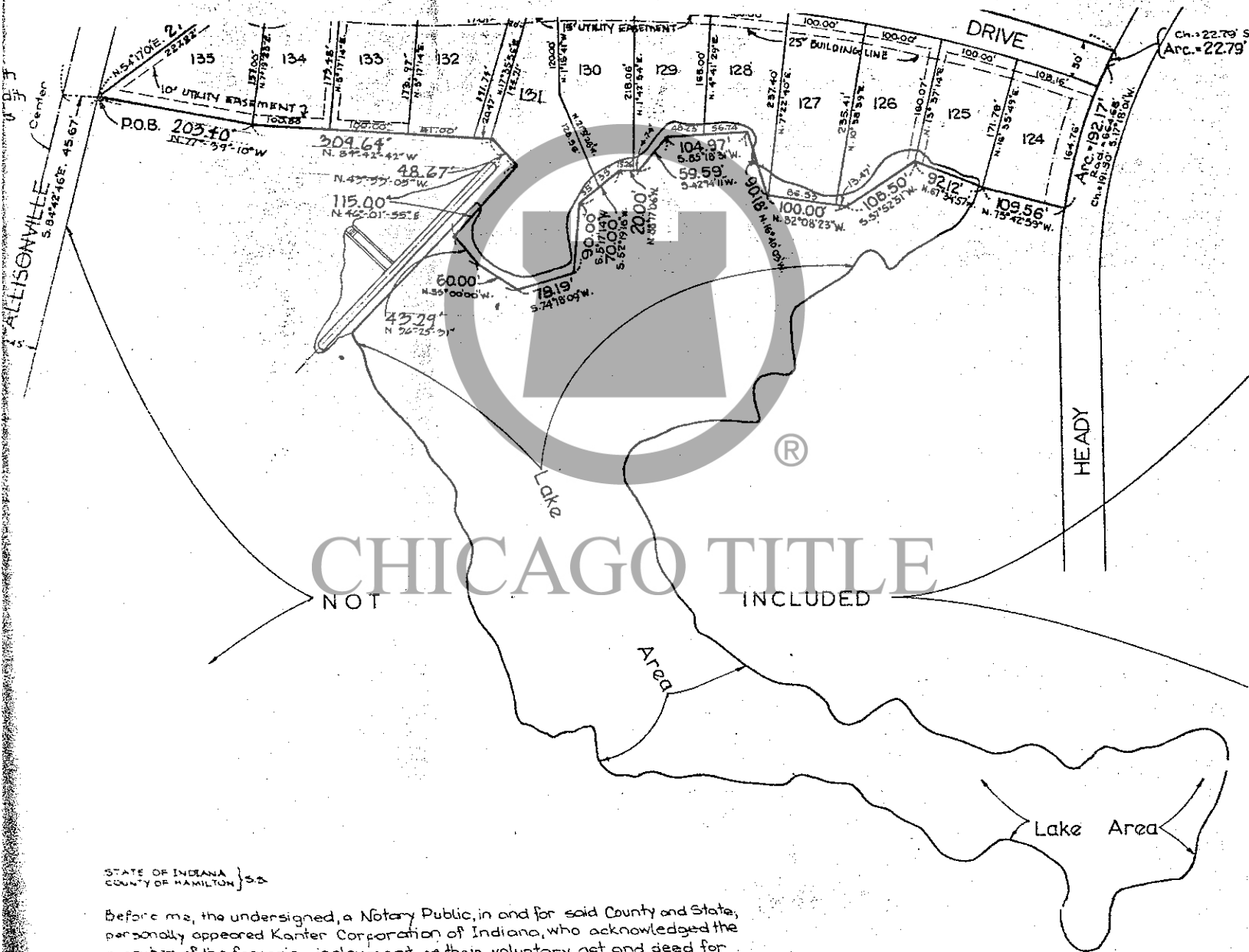
309.64'
N. 81° 32' 42" W

48.67'

104.97'
S. 65° 18' 34" W

Ch. = 22.79' S
Arc. = 22.79' R

Sun-Blest Farms, Unit 1C



STATE OF INDIANA }
 COUNTY OF HAMILTON } 32

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

In witness my hand and Notarial Seal this 5th day of March 1976

L. Emma C. Albert
 NOTARY PUBLIC

My Commission Expires 1-8-79

Misc. Record 146 page 695
Recorded August 25, 1975

Entry No.

Page No.

CERTIFICATE OF CORRECTION
FOR
SUN-BLEST FARMS UNIT 1-A, B, C, G AND H

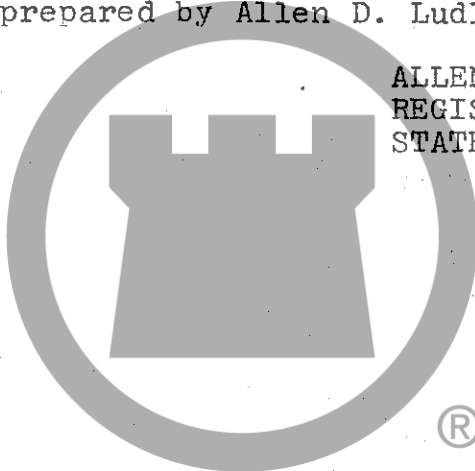
I, the undersigned, hereby certify that I prepared and certified the record plats of Sun-Blest Farms, Unit 1-A, B, C, G AND H, additions in Hamilton County, which are recorded in Plat Book 5, pages 91 & 92; 99 and 100; 101 and 102; 131 and 132; 126 and 127 in the Office of the Recorder of Hamilton County, Indiana.

Part of the 3rd and 4th lines of the legal description should be amended to read, as follows:

"a Sub-division of part of Section 35 and 36, Township 18 North, Range 4 East".

This instrument was prepared by Allen D. Ludlow.

ALLEN D. LUDLOW
REGISTERED LAND SURVEYOR
STATE OF INDIANA #S0051



CHICAGO TITLE

SUN-BLEST FARMS UNIT 1D
Plat Book 5 pages 118-119
Recorded July 9, 1975

Entry No.

Page No.

This subdivision consists of 14 Lots, numbered from 89 to 102, both inclusive, with streets as shown hereon. The size of Lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 10th day of April 1975.

Allen D. Ludlow Registered Land Surveyor,
Indiana #S0051

The use of all Lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "For Sale" signs shall be erected on any Lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pets shall be permitted.

All yard dimensions and restrictions shall be in accordance with the town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall of any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front Lot line than the front house line unless some shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of Lots in this plat. These covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any Lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER

KANTER CORPORATION OF INDIANA

By Charles Jeffress
President

Philip A. Nicely
Secretary

INDIANA MORTGAGE CORPORATION
Charles V. Reed
Vice President

STATE OF INDIANA)
)SS
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 25th day of June 1975.

Sherman C. Ablett
Notary Public

My Commission Expires 1-8-79

COMMISSION CERTIFICATE



Under authority provided by chapter 174-acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held June 11, 1975.

FISHERS TOWN PLAN COMMISSION

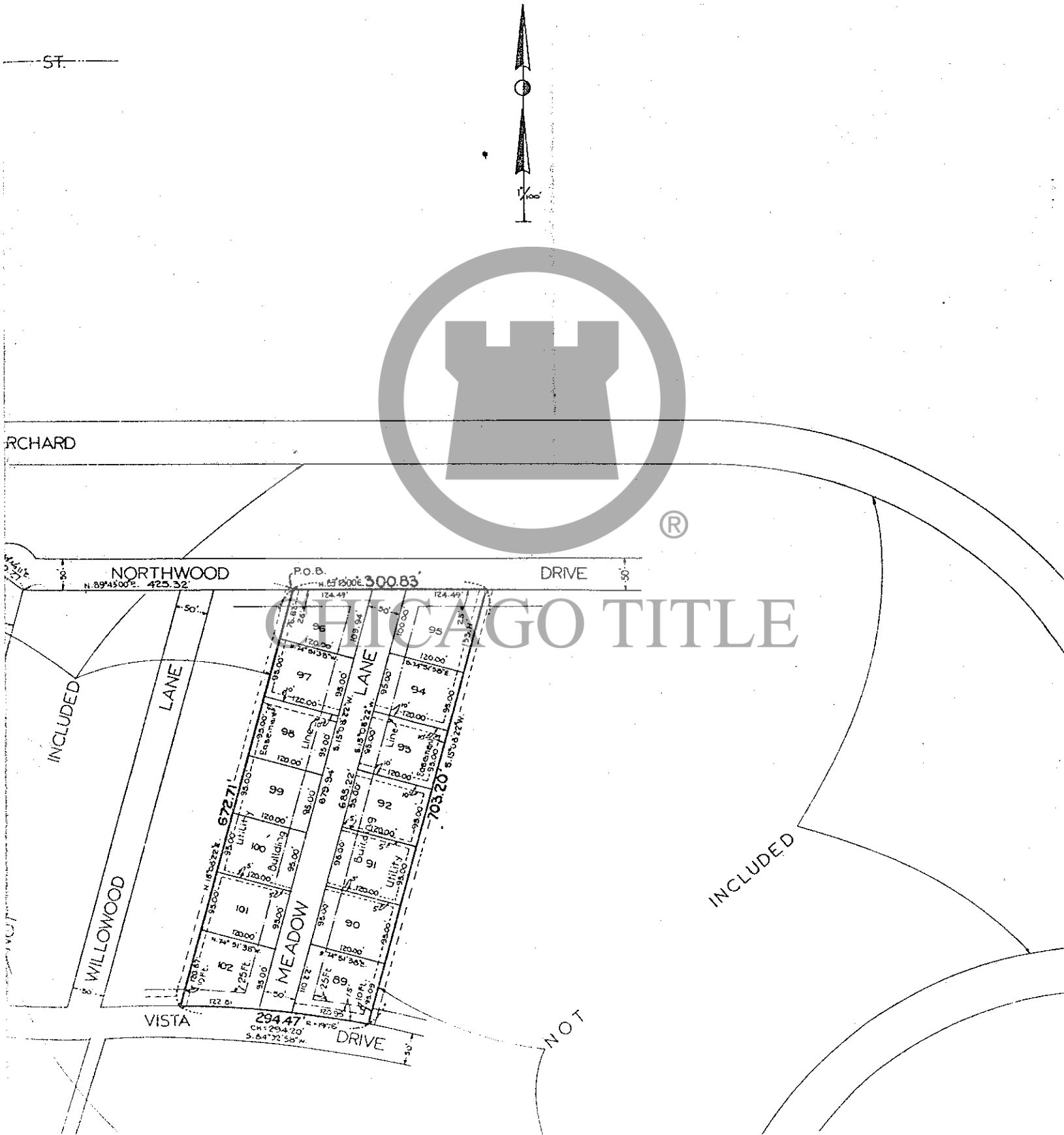
Stephen T. Crickmore
President

Helen E. Roesener
Secretary

This Instrument Prepared by:
Allen D. Ludlow, President
LUDLOW AND ASSOCIATES, INC.

SUN-BLEST FARMS UNIT 1D

Being a Subdivision of Part of the Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana.



SUN-BLEST FARMS UNIT 1E
Plat Book 5 pages 120-121
Recorded July 9, 1975

Entry No. **Page No.**

This Subdivision consists of 14 Lots, numbered from 103 to 116, both inclusive, with streets as shown hereon. The size of Lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 10th day of April 1975.

Allen D. Ludlow
Registered Land Surveyor, Indiana
#S0051

The use of all Lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional of "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pets shall be permitted.

All yard dimensions and restrictions shall be in accordance with the town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height of fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of lots in this plat. These covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

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

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER

KANTER CORPORATION OF INDIANA

By Charles Jeffress, President Philip A. Nicely, Secretary

INDIANA MORTGAGE CORPORATION
Charles V. Reed, Vice President

STATE OF INDIANA)
)SS
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 25th day of June 1975.

Sherman C. Ablett, Notary Public

My Commission Expires 1-8-79



COMMISSION CERTIFICATE

Under authority provided by chapter 174-acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held June 11, 1975.

FISHERS TOWN PLAN COMMISSION

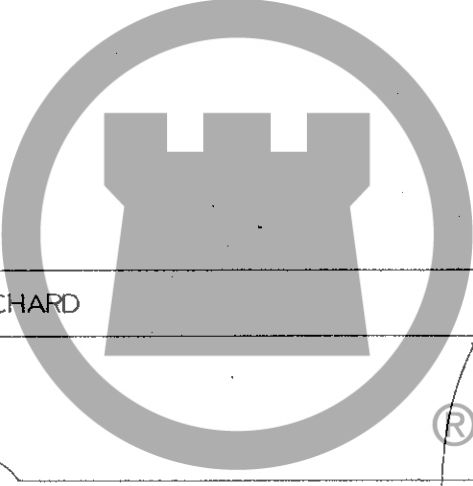
Stephen T. Crickmore, President
Helen E. Roesener, Secretary

This Instrument Prepared by:
Allen D. Ludlow, President
LUDLOW AND ASSOCIATES, INC.

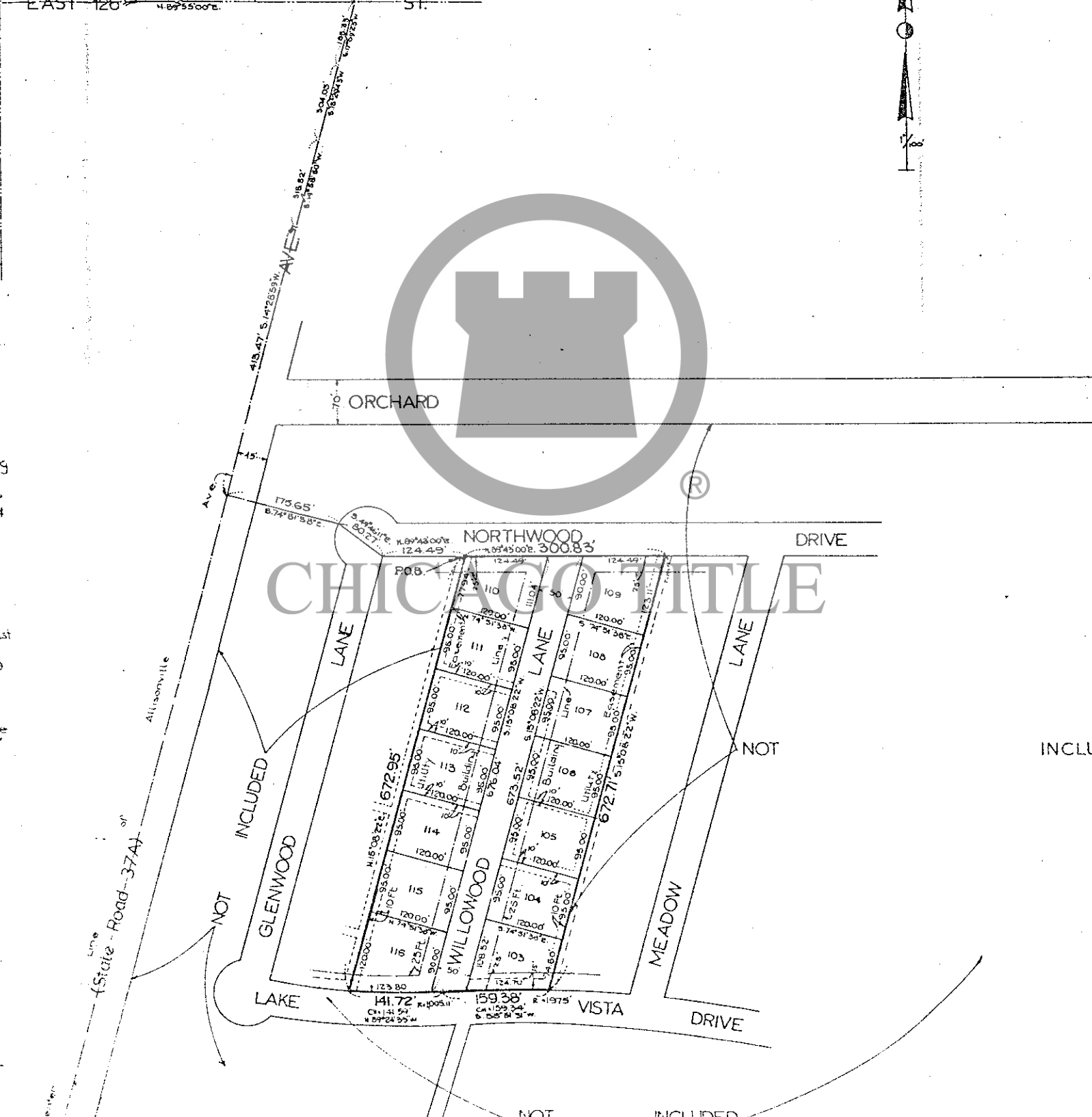
SUN-BLEST E UNIT 1E

Being a Subdivision of Part of the Section 35, Township 18 North, Range 4 East

Northwest corner of the Northeast 1/4 of Section 35
North Line of Northeast 1/4 of Section 35
EAST 126° 19' 54" 48955.00ft.



CHICAGO TITLE



INCL

NOT INCLUDED

SUN-BLEST FARMS UNIT 1F
Plat Book 5 pages 122-123
Recorded July 9, 1975

Entry No.

Page No.

This subdivision consists of 15 Lots, numbered from 117 to 123, both inclusive and from 136 to 143, both inclusive, with streets as shown hereon. The size of Lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 10th day of April 1975.

Allen D. Ludlow
Registered Land Surveyor,
Indiana #S0051

A planting screen strip, six (6) feet in width is hereby established along the westernmost boundaries of lots 143 through 136, both inclusive, of this plat. The centerline of said six (6) foot strip shall be parallel to and three (3) feet east, measured perpendicular, to the west boundary line of this subdivision. The owners of aforementioned lots shall install and thereafter maintain screen planting along said strip which will, within a period of three years, provide a tight screen, effective at all times of the year, at least four (4) feet, but less than seven (7) feet in height and three (3) feet in width.

The use of all Lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pets shall be permitted.

All yard dimensions and restrictions shall be in accordance with the town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until

June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of Lots in this plat. These covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

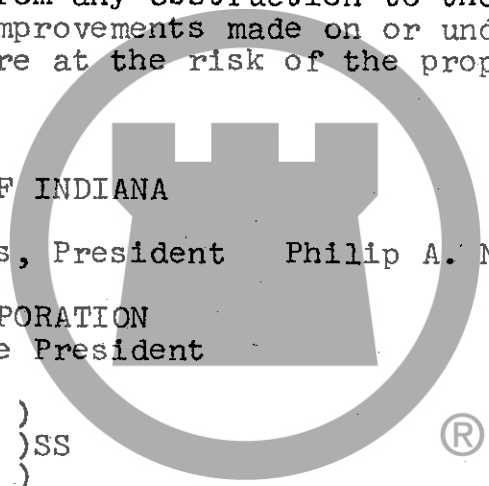
OWNER AND SUBDIVIDER

KANTER CORPORATION OF INDIANA

By: Charles Jeffress, President Philip A. Nicely, Secretary

INDIANA MORTGAGE CORPORATION
Charles V. Reed, Vice President

STATE OF INDIANA)
)SS
COUNTY OF HAMILTON)



Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 25th day of June 1975.

Sherman C. Ablett, Notary Public

My Commission Expires 1-8-79

COMMISSION CERTIFICATE

Under authority provided by chapter 174 - acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held June 11, 1975.

FISHERS TOWN PLAN COMMISSION

Entry No.

Page No. #

Stephen T. Crickmore, President
Helen E. Roesener, Secretary

This Instrument Prepared by:
Allen D. Ludlow, President
LUDLOW AND ASSOCIATES, INC.

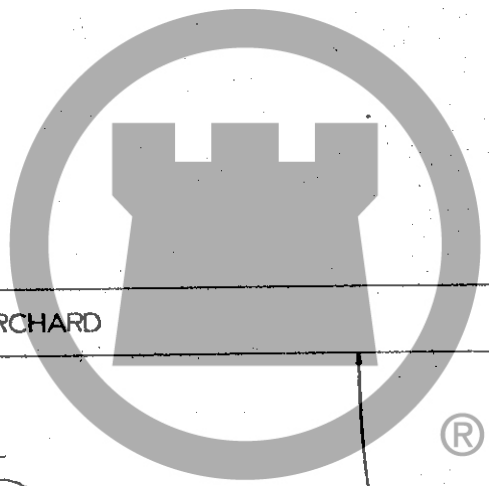


CHICAGO TITLE

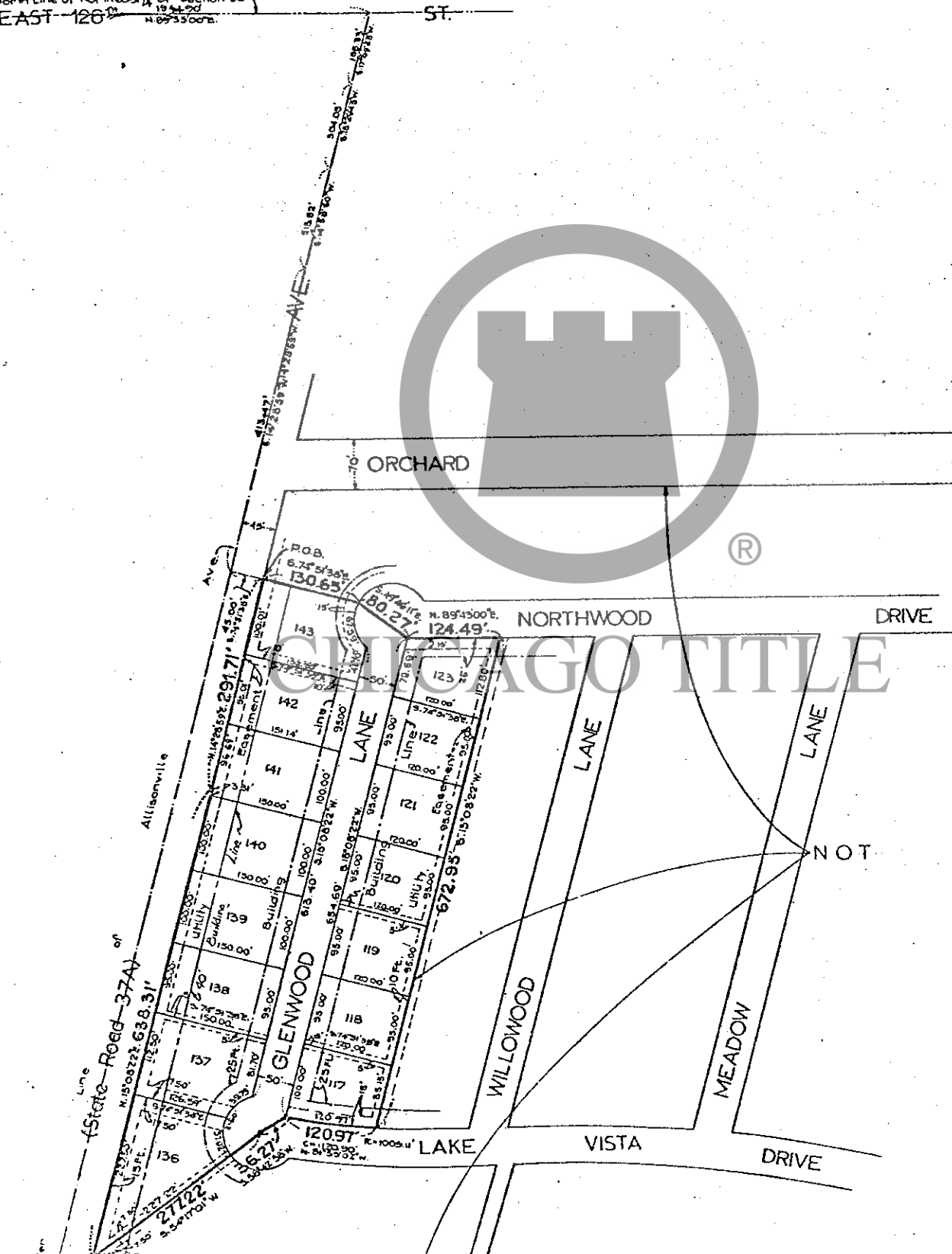
SUN-BLEST UNIT 1

Being a Subdivision of Part of the Section 35, Township 18 North, Range 4 E

Northwest corner of the Northeast 1/4 of Section 35
North Line of Northeast 1/4 of Section 35
EAST 126' 19 1/2" 1944-50
N 89° 55' 00" W



®



NOT

INC

SUN-BLEST FARMS, UNIT 1G
Plat Book 5 pages 131-132
Recorded August 15, 1975

Entry No.

Page No.

This subdivision consist of 23 Lots, numbered from 48 to 59, both inclusive, from 66 to 74, both inclusive and Lots 14 and 144, with streets as shown hereon. The size of Lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 19th day of June 1975.

Allen D. Ludlow
Registered Land Surveyor,
Indiana #50051

The use of all Lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional of "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pets shall be permitted.

All yard dimensions and restrictions shall be in accordance with the town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front Lot line than the front house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of Lots in this plat. These covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

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

The narrow side of the lot abutting a street shall be considered the front.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any Lot area designed for natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER

KANTER CORPORATION OF INDIANA

By Charles Jeffress, President Philip A. Nicely, Secretary

INDIANA MORTGAGE CORPORATION

Charles V. Reed, Vice President

STATE OF INDIANA)
COUNTY OF HAMILTON) SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 9th day of July 1975.

Sherman C. Ablett
Notary Public

My Commission Expires 1-8-79

COMMISSION CERTIFICATE

Under authority provided by Chapter 174 - Acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held July 9, 1975.

FISHERS TOWN PLAN COMMISSION

Stephen T. Crickmore
President

Helen E. Roesener
Secretary

This Instrument Prepared by:

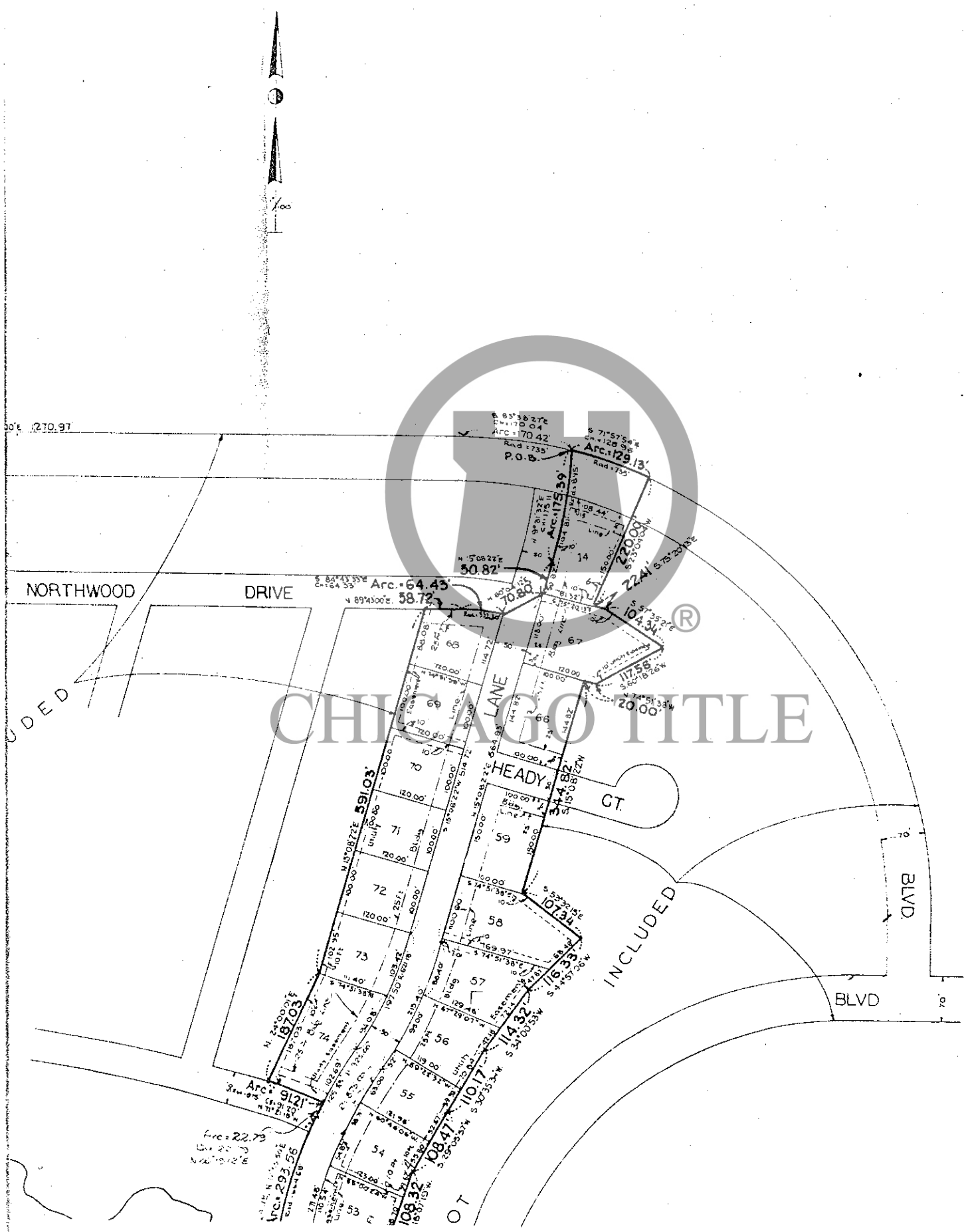
Allen D. Ludlow, President
LUDLOW AND ASSOCIATES, INC.



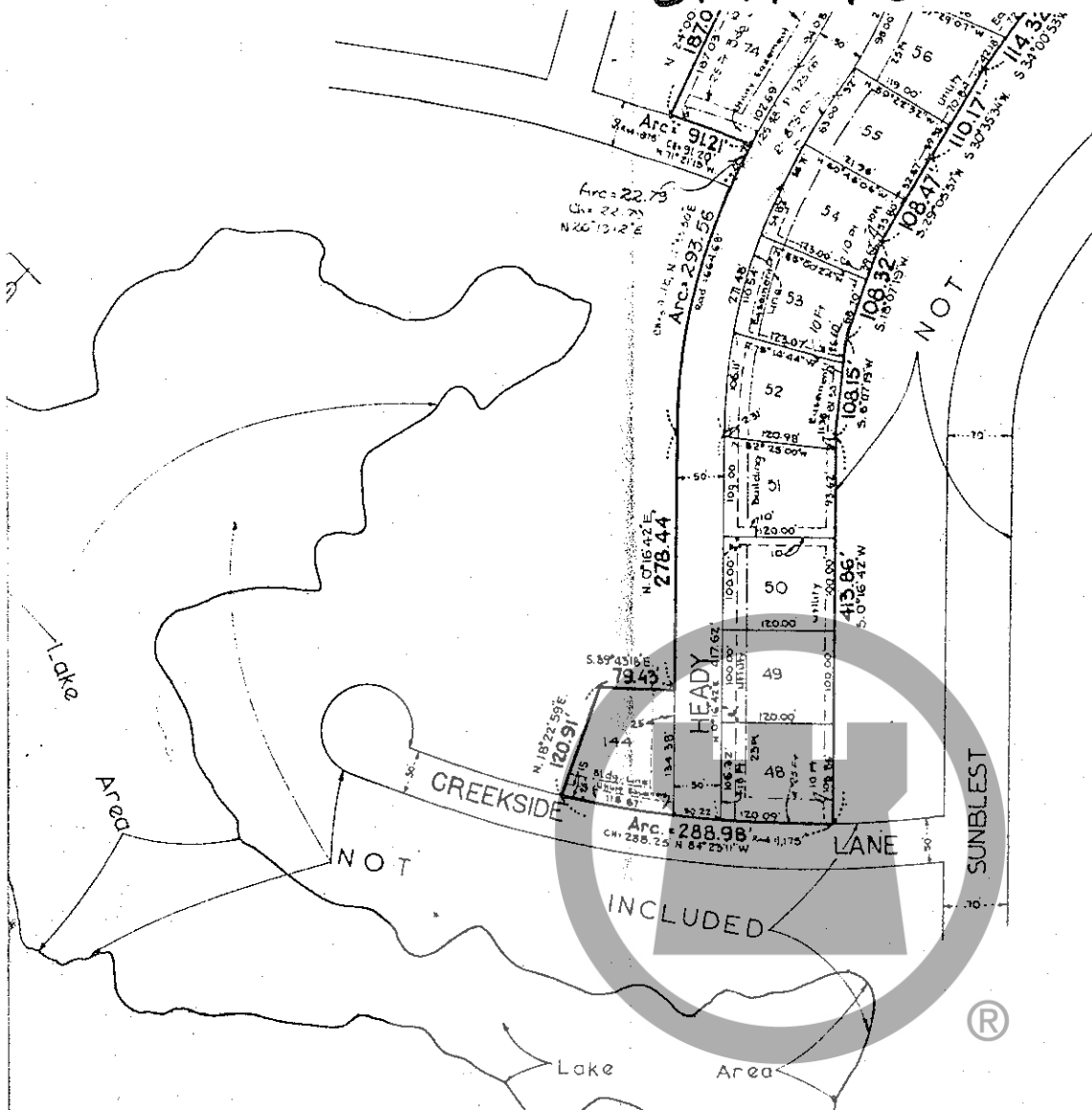
CHICAGO TITLE

SUN BLEST FARMS UNIT IG

Part of the Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana



SUN-BLEST FARMS UNIT 10



CHICAGO TITLE

and for said County and State,
and who acknowledged the
aforesaid act and deed for

This day of July 1975
Mrs. C. Abblett
NOTARY PUBLIC

of 1947, enacted by the
and all acts amendatory
thereof of Fishensos follows
Meeting held July 14 1975

PRESIDENT

SECRETARY

#1124

RECEIVED FOR RECORD
AT 3:30 O'CLOCK P M

AUG 15 1975

BOOK 5 PAGE 131-132
James M. Hedger
RECORDER HAMILTON COUNTY, INDIANA

Misc. Record 146 page 695
Recorded August 25, 1975

Entry No.

Page No.

CERTIFICATE OF CORRECTION
FOR
SUN-BLEST FARMS UNIT 1-A, B, C, G AND H

I, the undersigned, hereby certify that I prepared and certified the record plats of Sun-Blest Farms, Unit 1-A, B, C, G AND H, additions in Hamilton County, which are recorded in Plat Book 5, pages 91 & 92; 99 and 100; 101 and 102; 131 and 132; 126 and 127 in the Office of the Recorder of Hamilton County, Indiana.

Part of the 3rd and 4th lines of the legal description should be amended to read, as follows:

"a Sub-division of part of Section 35 and 36, Township 18 North, Range 4 East".

This instrument was prepared by Allen D. Ludlow.

ALLEN D. LUDLOW
REGISTERED LAND SURVEYOR
STATE OF INDIANA #S0051



CHICAGO TITLE

SUN-BLEST FARMS UNIT 1-H
Plat Book 5 pages 126-127
Recorded July 25, 1975

Entry No.

Page No.

This subdivision consists of 12 Lots, numbered from 36 to 47, both inclusive, with streets as shown hereon. The size of Lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 17th day of July 1975.

ALLEN D. LUDLOW
Registered Land Surveyor
Indiana #50051

The use of all Lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional of "For Sale signs shall be erected on any Lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pets shall be permitted:

All yard dimensions and restrictions shall be in accordance with the town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front Lot line than the front house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of lots in this plat. These covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

The narrow side of the lot abutting a street shall be considered the front.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any Lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER

KANTER CORPORATION OF INDIANA

By Charles Jeffress, President Philip A. Nicely, Asst Secretary

INDIANA MORTGAGE CORPORATION

Charles V. Reed, Vice President

STATE OF INDIANA)
COUNTY OF HAMILTON) SS

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 23rd day of July 1975 .

Shermann C. Ablett
Notary Public

My Commission Expires 1-8-79

COMMISSION CERTIFICATE

Under authority provided by Chapter 174-Acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held July 23, 1975.

FISHERS TOWN PLAN COMMISSION

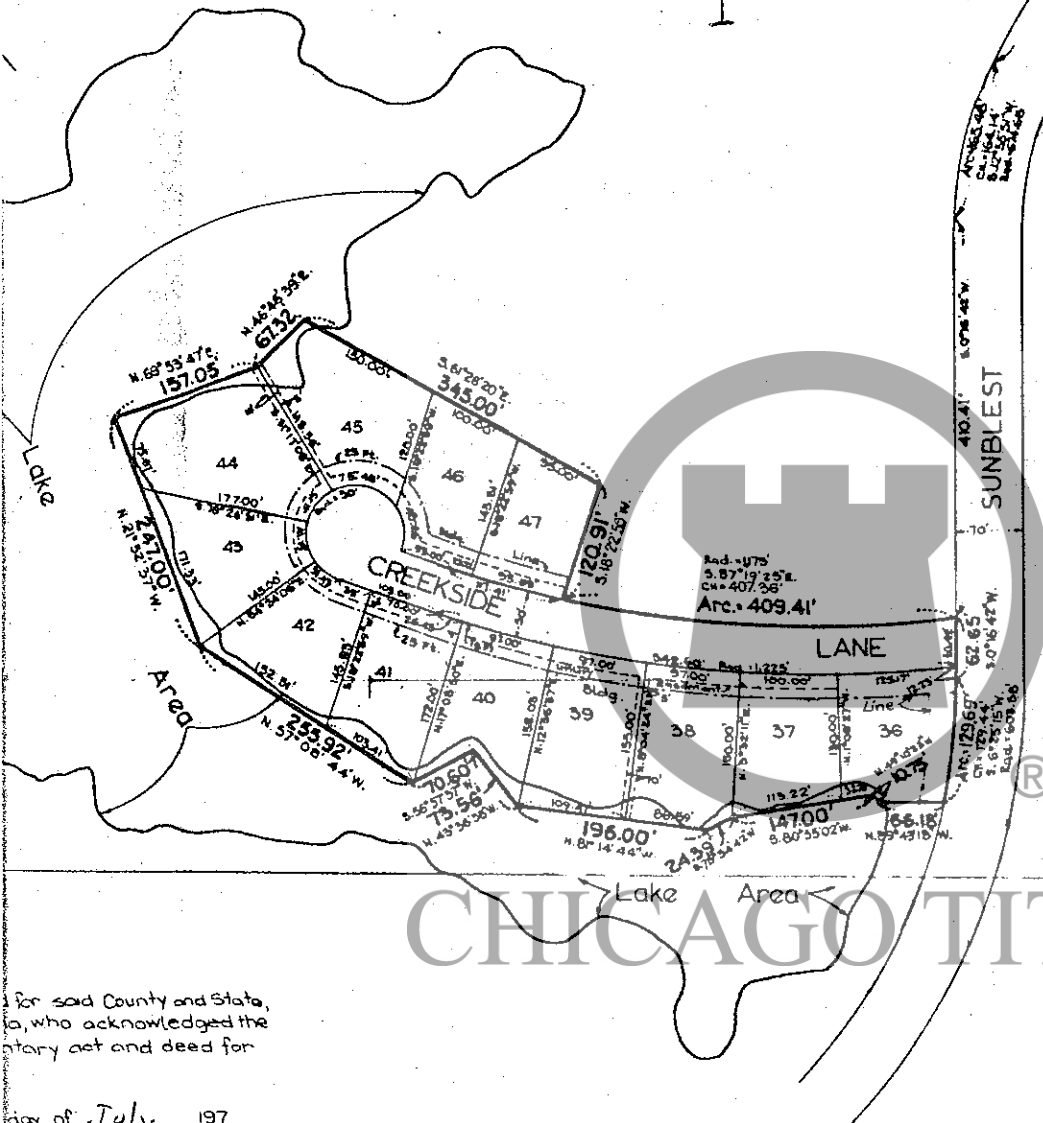
Stephen T. Crickmore, President
Helen E. Roesener, Secretary

This Instrument Prepared by Allen D. Ludlow, President
LUDLOW AND ASSOCIATES, INC.

Sun-Blest Farms, Unit 1G



BLVD



CHICAGO TITLE

for said County and State,
who acknowledged the
entire act and deed for

day of July 197

C. C. [Signature]
NOTARY PUBLIC

1947, enacted by the
all acts amendatory
of Fishers as follows:

Meeting held July 23, 1976

[Signature]
PRESIDENT

[Signature]
SECRETARY

393.

RECEIVED FOR RECORD
AT 4:00 O'CLOCK P M

JUL 25 1975

BOOK 5 PAGE 126-127

[Signature]
RECORDER HAMILTON COUNTY, INDIANA

Misc. Record 146 page 695
Recorded August 25, 1975

Entry No.

Page No.

CERTIFICATE OF CORRECTION
FOR
SUN-BLEST FARMS UNIT 1-A, B, C, G AND H

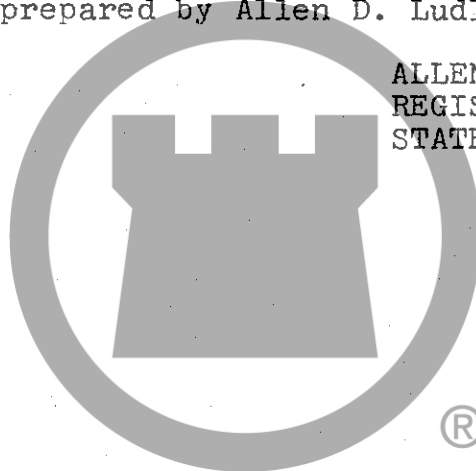
I, the undersigned, hereby certify that I prepared and certified the record plats of Sun-Blest Farms, Unit 1-A, B, C, G AND H, additions in Hamilton County, which are recorded in Plat Book 5, pages 91 & 92; 99 and 100; 101 and 102; 131 and 132; 126 and 127 in the Office of the Recorder of Hamilton County, Indiana.

Part of the 3rd and 4th lines of the legal description should be amended to read, as follows:

"a Sub-division of part of Section 35 and 36, Township 18 North, Range 4 East".

This instrument was prepared by Allen D. Ludlow.

ALLEN D. LUDLOW
REGISTERED LAND SURVEYOR
STATE OF INDIANA #S0051



CHICAGO TITLE

SUN-BLEST FARMS, UNIT 1-I
Plat Book 5 pages 138-139
Recorded October 14, 1975

Entry No.

Page No.

This subdivision consists of 6 Lots, numbered from 60 to 65, both inclusive, with streets as shown hereon. The size of Lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 22nd day of June 1975.

Allen D. Ludlow
Registered Land Surveyor
Indiana #50051

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pets shall be permitted.

All yard dimensions and restrictions shall be in accordance with the town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of lots in this plat. These covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

The narrow side of the lot abutting a street shall be considered the front.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER

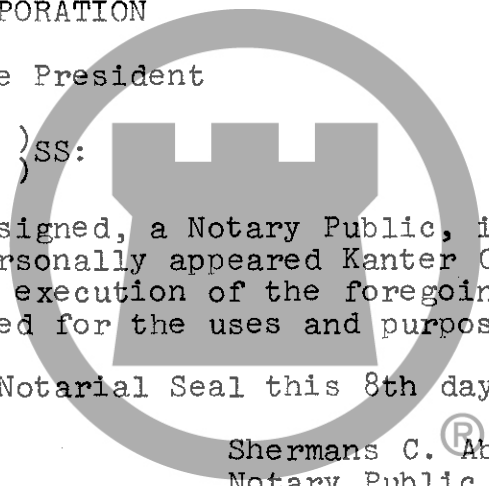
KANTER CORPORATION OF INDIANA

By Charles Jeffress, President Philip A. Nicely, Secretary

INDIANA MORTGAGE CORPORATION

Charles V. Reed, Vice President

STATE OF INDIANA)
COUNTY OF HAMILTON } SS:



Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 8th day of October 1975.

Shermans C. Ablett
Notary Public

My Commission Expires 1-8 79.

COMMISSION CERTIFICATE

CHICAGO TITLE

Under authority provided by Chapter 174-Acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held Oct. 8, 1975.

FISHERS TOWN PLAN COMMISSION

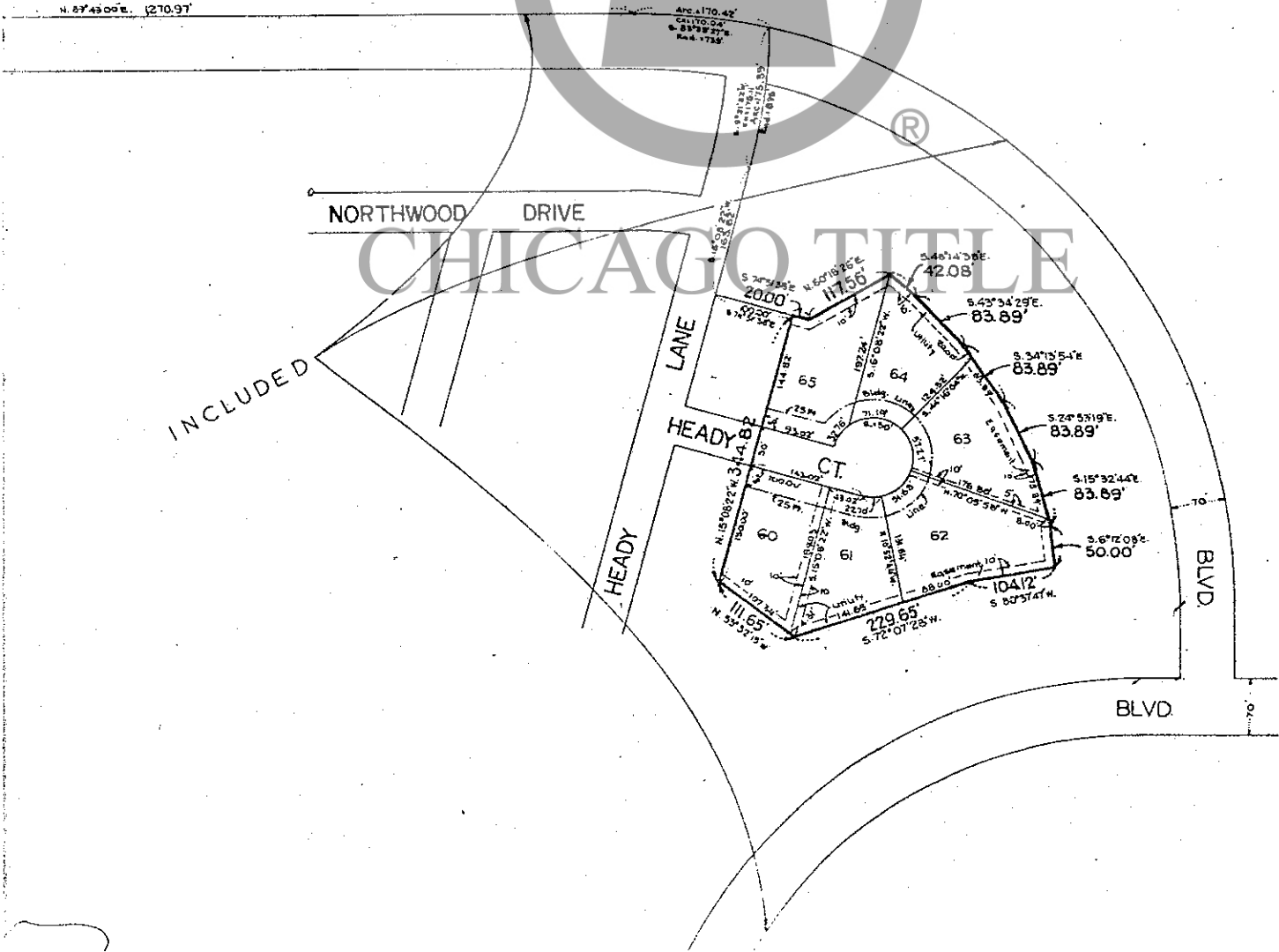
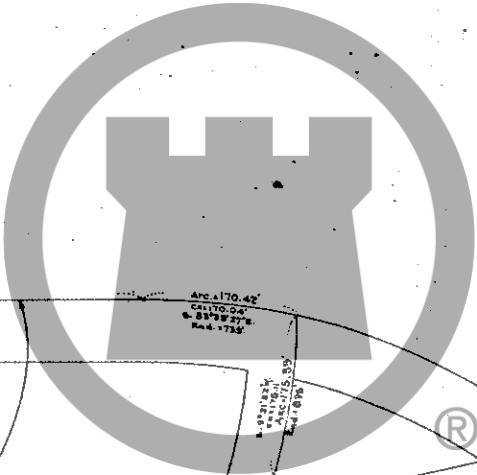
Stephen T. Crickmore, President
Helen E. Roesener, Secretary

This Instrument Prepared by:

Allen D. Ludlow, President
Ludlow and Associates, Inc.

UN-BLEST FARMS UNIT H

Division of Part of the Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana.



SUN-BLEST FARMS, UNIT 1-J
Plat Book 6 pages 14-17
Recorded August 12, 1976

Entry No.

Page No.

I, the undersigned, being a duly registered surveyor in the State of Indiana, hereby certify this plat to be true and correct, representing a Subdivision of part of the Section 36, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of Section 35, Thence N 88°55'00" E on the North line of the Northeast 1/4 of Section 35 a distance of 1964.90 feet to a point on the center line of Allisonville Road (State Road 37A) thence; S17°09'23" W on said center line a distance of 185.33 feet to a point, thence; S15°29'43" W on aforementioned center line a distance of 304.05 feet to a point, thence; S14°58'50"W along aforesaid center line a distance of 515.52 feet to a point, thence; S14°28'59"W on aforesaid center line a distance of 238.49 feet to a point, thence; N89°43'00"E on and along the North Right of Way line of Orchard Blvd. a distance of 1270.97 feet to a point of curvature, thence; On and along a curve concave to the South, subtended by a chord of 47.01 feet which bears S88°27'02"E, thru a central angle of 03°39'56" a distance of 47.02 feet to the true point of beginning of this discription, thence; N03°22'56"E a distance of 180.42 feet to a point, thence; S54°36'13"E a distance of 126.77 feet to a point, thence; S81°43'17"E a distance of 56.13 feet to a point, thence; S69°23'57"E a distance of 94.84 feet to a point, thence; S68°00'38"E a distance of 65.11 feet to a point, thence; S61°20'08"E a distance of 123.06 feet to a point, thence; S52°55'04"E a distance of 94.14 feet to a point, thence; S61°20'08"E a distance of 123.06 feet to a point, thence; S52°55'04"E a distance of 94.14 feet to a point, thence; S46°47'47"E a distance of 106.13 feet to a point, thence; S41°55'57"E a distance of 82.14 feet to a point, thence; S32°26'28"E a distance of 133.59 feet to a point, thence; S25°12'59"E a distance of 107.73 feet to a point, thence; S17°59'33"E a distance of 107.73 feet to a point, thence; S10°46'06"E a distance of 107.73 feet to a point, thence; S03°32'43"E a distance of 107.73 feet to a point, thence; S00°03'58"W a distance of 89.38 feet to a point, thence; N89°56'04"W a distance of 235.08 feet to a point of curvature, thence; On and along a curve concave to the South, subtended by a chord of 93.24 feet which bears S85°51'20"W, thru a central Angle of 08°25'12" a distance of 93.32 feet to a point, thence; N08°12'08"W a distance of 195.73 feet to a point, thence; N15°32'44"W a distance of 83.89 feet to a point, thence; N24°53'19"W a distance of 83.89 feet to a point, thence; N34°13'54"W a distance of 83.89 feet to a point, thence; N43°34'29"W a distance of 83.89 feet to a point, thence; N48°14'38"W a distance of 42.08 feet to a point, thence; N57°35'21"W a distance of 104.34 feet to a point, thence; N75°20'13"W a distance of 22.41 feet to a point, thence; N23°04'04" a distance of 220.00 feet to a point on a curve, thence; thence; On and along a curve concave to the South, subtended by a chord of 251.29 feet which bears N76°46'30"W, thru a central Angle of 19°41'08" a distance of 252.53 feet to the true point of beginning, containing 7.762 acres more or less.

Subject to all legal easements and rights-of-way of record.

Noblesville Title and Abstract Company
Noblesville, Indiana

This subdivision consists of 20 Lots, numbered from 15 to 22, and 145 to 156, all inclusive, with streets as shown hereon. The size of Lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 15th day of June 1976.

Allen D. Ludlow
Registered Land Surveyor, INDIANA
#S0051

The use of all Lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pets shall be permitted.

All yard dimensions and restrictions shall be in accordance with the town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992 at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of Lots in this plat these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors, and assigns.

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

The narrow side of the lot abutting a street shall be considered the front.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER:

KANTER CORPORATION OF INDIANA

By: Charles D. Jeffress, President Philip A. Nicely, Secretary

INDIANA MORTGAGE CORPORATION

Charles V. Reed, Vice President

STATE OF INDIANA)
COUNTY OF HAMILTON) SS

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 6th day of August 1976.

Dorothy Ruddell
Notary Public

My Commission Expires May 22, 19__



COMMISSION CERTIFICATE

Under authority provided by chapter 174, acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held July 14, 1976.

FISHERS TOWN PLAN COMMISSION

Stephen T. Crickmore, President
Marjorie Glover, Secretary

This Instrument Prepared by:

Allen D. Ludlow, President LUDLOW AND ASSOCIATES, INC.

All fences shall be approved by the Sun-Blest Farms Homeowners Association prior to construction.

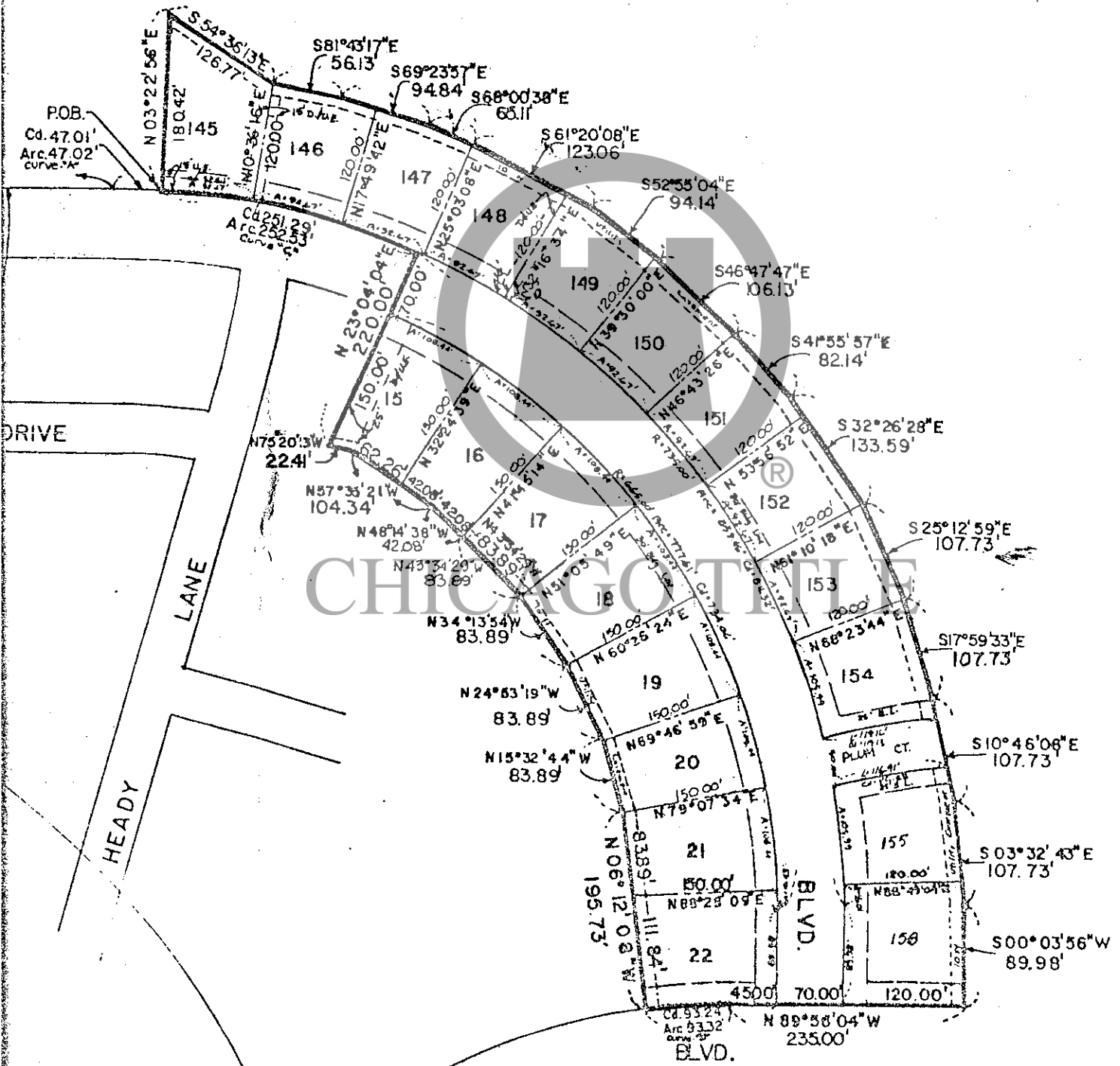
All fences shall be no more than four (4) feet in height if said fence is within twenty (20) feet of any side or rear lot line.



CHICAGO TITLE

AUG 12 1976

BOOK 6 PAGE 17-17
James M. Hagedorn
RECORDER HAMILTON COUNTY, INDIANA



SUN-BLEST FARMS, UNIT 1-K
Plat Book 6 pages 18-21
Recorded August 12, 1976

Entry No.
LEGAL DESCRIPTION

Page No.

I, the undersigned, being a duly registered land surveyor in the State of Indiana, hereby certify this plat to be true and correct, representing a subdivision of part of the West half of Section 36, Township 18 North, Range 4 East, in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Northwest quarter of said Section 36, thence; S89°56'04"E on and along the South line of aforementioned quarter section a distance of 170.02 feet to the true point of beginning of this description, thence; N00°16'42"E a distance of 104.34 feet to a point, thence; N06°07'19"E a distance of 108.15 feet to a point, thence; N18°07'19"E a distance of 108.32 feet to a point, thence; N29°05'57"E a distance of 108.47 feet to a point, thence; N30°35'34"E a distance of 110.17 feet to a point, thence; N34°00'58"E a distance of 114.32 feet to a point, thence; N44°57'06"E a distance of 116.33 feet to a point, thence; N72°07'28"E a distance of 229.65 feet to a point, thence; N80°37'47"E a distance of 104.12 feet to a point, thence; S06°12'08"E a distance of 145.73 feet to a point on a curve, thence; On and along a curve concave to the South, subtended by a chord of 93.23 feet which bears N85°51'20"E, thru a central angle of 08°25'12" a distance of 93.32 feet to a point of tangency, thence; S89°56'04"E a distance of 115.00 feet to a point, thence; S32°40'12"E a distance of 83.22 feet to a point, thence; S00°03'56"W a distance of 120.00 feet to a point, thence; N89°56'04"W a distance of 100.00 feet to a point, thence; S89°22'01"W a distance of 91.48 feet to point, thence; S75°39'55"W a distance of 159.80 feet to a point, thence; S60°09'00"W a distance of 80.23 feet to a point, thence; S49°48'32"W a distance of 80.23 feet to a point, thence; S39°27'47"W a distance of 80.23 feet to a point, thence; S29°08'00"W a distance of 77.99 feet to a point, thence; S13°14'50"W a distance of 60.40 feet to a point, thence; S00°16'42"W a distance of 416.02 feet to a point, thence; S05°56'31"W a distance of 50.25 feet to a point, thence; S10°18'47"W a distance of 230.01 feet to a point, thence; N83°13'31"W a distance of 105.07 feet to a point, thence; N72°42'31"W a distance of 70.00 feet to a point on a curve, thence; On and along a curve concave to the West, subtended by a chord of 178.56 feet which bears N08°47'05"E, thru a central angle of 17°00'47" a distance of 179.21 feet to a point of tangency, thence; N00°16'42"E a distance of 62.65 feet to a point on a curve, thence; On and along a curve concave to the North subtended by a chord of 120.38 feet which bears S85°37'46"W, thru a central angle of 05°52'21" a distance of 120.43 feet to a point, on said curve, thence; N00°16'42"E a distance of 309.52 feet to the true point of beginning of this description, containing 10.701 acres, more or less, and subject to all legal rights-of-way and easements of record.

This subdivision consists of 27 lots, numbered from 23 to 35 and 334 to 347, each inclusive, with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 15th day of June 1976.

ALLEN D. LUDLOW
Registered land surveyor, INDIANA
#S0051

COVENANTS

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pets shall be permitted.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of lots in this plat these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

The narrow side of the lot abutting a street shall be considered the front.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

All fences shall be approved by the Sun-Blest Homeowners Association prior to construction.

All fences shall be no more than four (4) feet in height, if said fence is within twenty (20) feet of any side or rear lot line.

OWNER AND SUBDIVIDER
KANTER CORPORATION OF INDIANA
By Charles D. Jeffress, President Philip A. Nicely, Secretary

INDIANA MORTGAGE CORPORATION
Charles V. Reed, Vice President

STATE OF INDIANA)
COUNTY OF HAMILTON) S.S.

Before me, the undersigned a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 6th day of August 1976.

Dorothy Ruddell, Notary Public

My Commission Expires May 22, 1977

COMMISSION CERTIFICATE

Under authority provided by chapter 174-acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held July 14, 1976

FISHERS TOWN PLAN COMMISSION
Stephen T. Crickmore, President Marjorie Glover, Secretary

This Instrument Prepared by:
ALLEN D. LUDLOW, President
LUDLOW and ASSOCIATIES, INC.

HEADY

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104.12'

N 72° 07' 28" E
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N 29° 05' 57" E
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S 89° 56' 04" E
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SUN-BLEST FARMS UNIT 2-A
Plat Book 6 Pages 162-163
Recorded November 10, 1977

Entry No.

Page No.

I the undersigned, being a duly registered surveyor in the State of Indiana, hereby certify this plat to be true and correct, representing a Subdivision of Part of the Section 35,36, Township 18 North, Range 4 East, in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of Section 35, thence; North $89^{\circ}55'00''$ East along the North Line of said Section a distance of 1964.90 feet to a point in the center line of Allisonville Road (State Road 37 A), thence; $S17^{\circ}09'23''$ W along said center line a distance of 185.33 feet to a point, thence; $S15^{\circ}29'43''$ W along aforementioned center line a distance of 304.05 feet to a point, thence; $S 89^{\circ}49'13''$ E a distance of 46.54 feet to the true point of beginning, thence; $S89^{\circ}49'13''$ E a distance of 626.57 feet to a point, thence; $S02^{\circ}27'36''$ E a distance of 212.02 feet to a point, thence; $S48^{\circ}58'09''$ E a distance of 155.38 feet to a point, thence; $S 89^{\circ}48'39''$ E a distance of 265.57 feet to a point, thence; $S 41^{\circ}19'25''$ E a distance of 230.42 feet to a point on a curve, thence; on and along a curve concave to the NW, subtended by a chord of 926.7 feet which bears $S60^{\circ}21'56''$ W, thru a central angle of $20^{\circ}09'41''$ a distance of 93.15 feet to a point, thence; $S 03^{\circ}22'56''$ W, a distance of 186.40 feet to a point on a curve, thence; on and along a curve concave to the South, subtended by a chord of 47.01 feet which bears $N88^{\circ}27'02''$ W, thru a central angle of $03^{\circ}39'56''$, a distance of 47.02 feet to a point of tangency, thence; $S89^{\circ}43'00''$ W a distance of 1224.43 feet to a point, thence; $N 14^{\circ}28'59''$ E a distance of 225.01 feet to a point, thence; $N14^{\circ}58'50''$ E a distance of 526.44 feet to the true point of beginning, containing 16.550 acres, more or less, and subject to all legal easements and rights-of-way of record.

This subdivision consists of 36 lots, numbered from 158 to 193, both inclusive, with streets as shown here on. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 15th day of June, 1976.

Allen D. Ludlow,
Registered Indiana Land Surveyor NoS0051

COVENANTS AND RESTRICTIONS

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the first house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No sign or billboard except professional or "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out building for housing domestic animals or poultry except household pets shall be permitted.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done there on which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by a vote of a majority of the property owners in this plat, these covenants and restrictions are amended or terminated.

The covenants and restrictions shall be enforceable by injunction and otherwise by its grantors, its successors and assigns.

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

The narrow side of the lot abutting a street shall be considered the front.

Easements for installation and maintenance of utilities and drainage facilities reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by the property owner are at the risk of the property owners.

A planting screen strip, six (6) feet in width is hereby established along the westernmost boundary of lots 169 thru 174 of this plat. The centerline of said six (6) foot strip shall be and hereby is established to the building set-back line from the westernmost boundary of said lots within three (3) years of the recording of this plat, the owners of said lots shall install and thereafter maintain screen planting along such strip which will, within a period of three (3) years, provide a tight screen at least four (4) feet, but less than seven (7) feet in height and three (3) feet in width.

No fence or fences shall be constructed, erected or allowed to exist within twenty (20) feet of the southernmost boundaries of lots 159 thru 168, both inclusive or within twenty (20) feet of the westernmost boundaries of lots 169 thru 174, both inclusive.

No driveway, alleyway, or curbcut of any kind shall be erected, constructed, maintained, or allowed to exist with respect to the southernmost boundaries of lots 159 thru 168, both inclusive, and the westernmost boundaries of lots 169 thru 174, both inclusive.

It shall be the responsibility of the individual lot owner to erect and maintain a "dusk to dawn" type light in the front of their respective lots.

STATE OF INDIANA)
) SS
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 17th day of October, 1977.

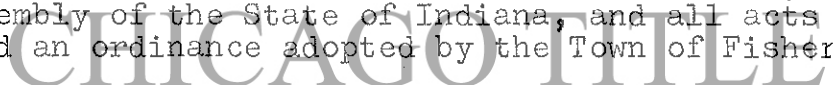
Shermana C. Ablett, Notary Public

My Commission Expires January 8, 1979.

COMMISSION CERTIFICATE



Under authority provided by chapter 174-Acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:



Adopted by the Town Plan Commission at a meeting held October, 1977.

FISHERS TOWN PLAN COMMISSION

Janet P. Emanuel, President

Keith E. Cox, Secretary

OWNER AND SUBDIVIDER

The Sunblest Development Corp.

Charles D. Jeffress, President

Phillip A Nicely, Secretary

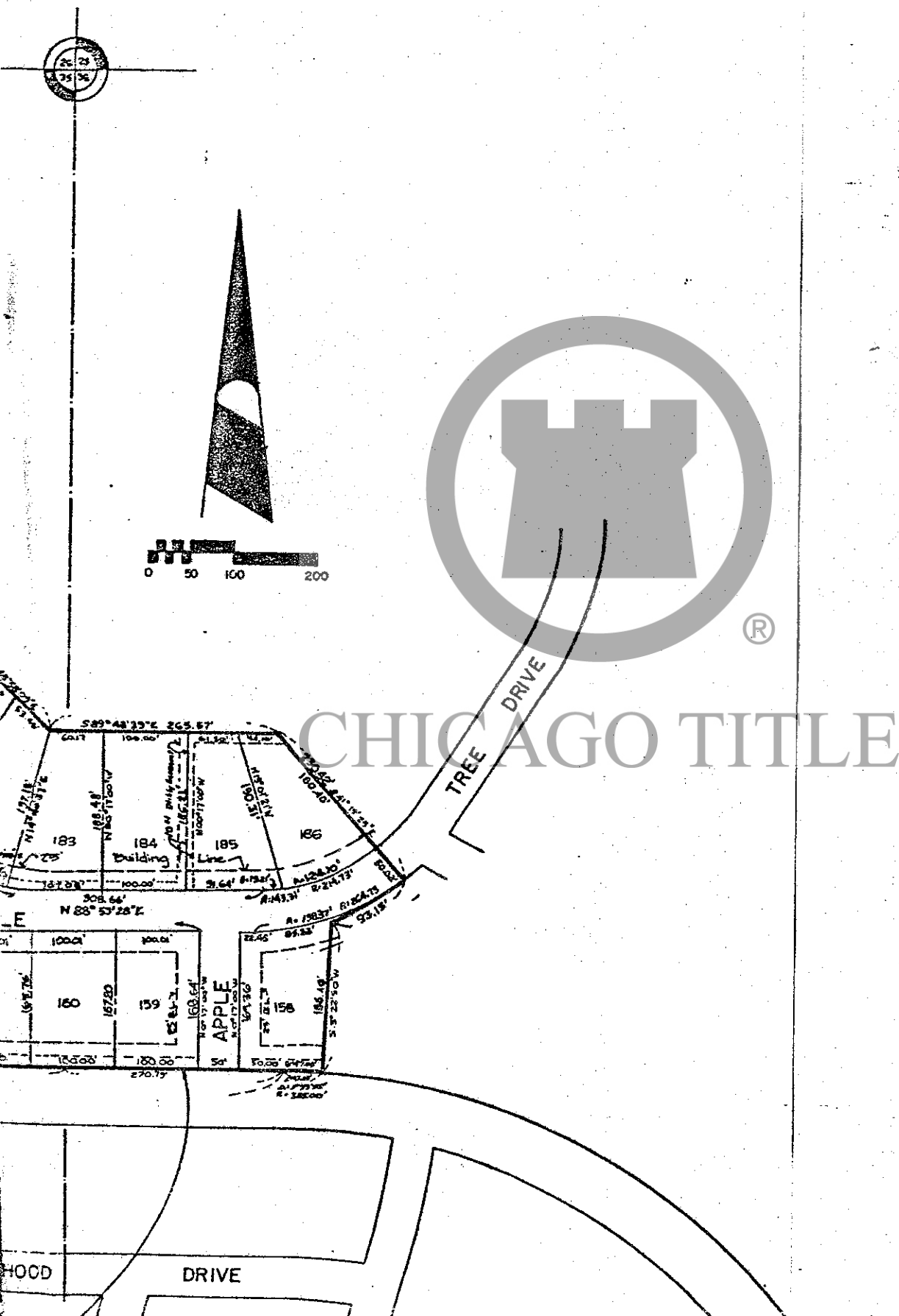
All fences shall be approved by the Sun-Blest Farms Homeowners Association prior to construction.

All Fences shall be no more than six (6) feet in height if said fence is within twenty (20) feet of any side or rear lot line.

DI FARMS

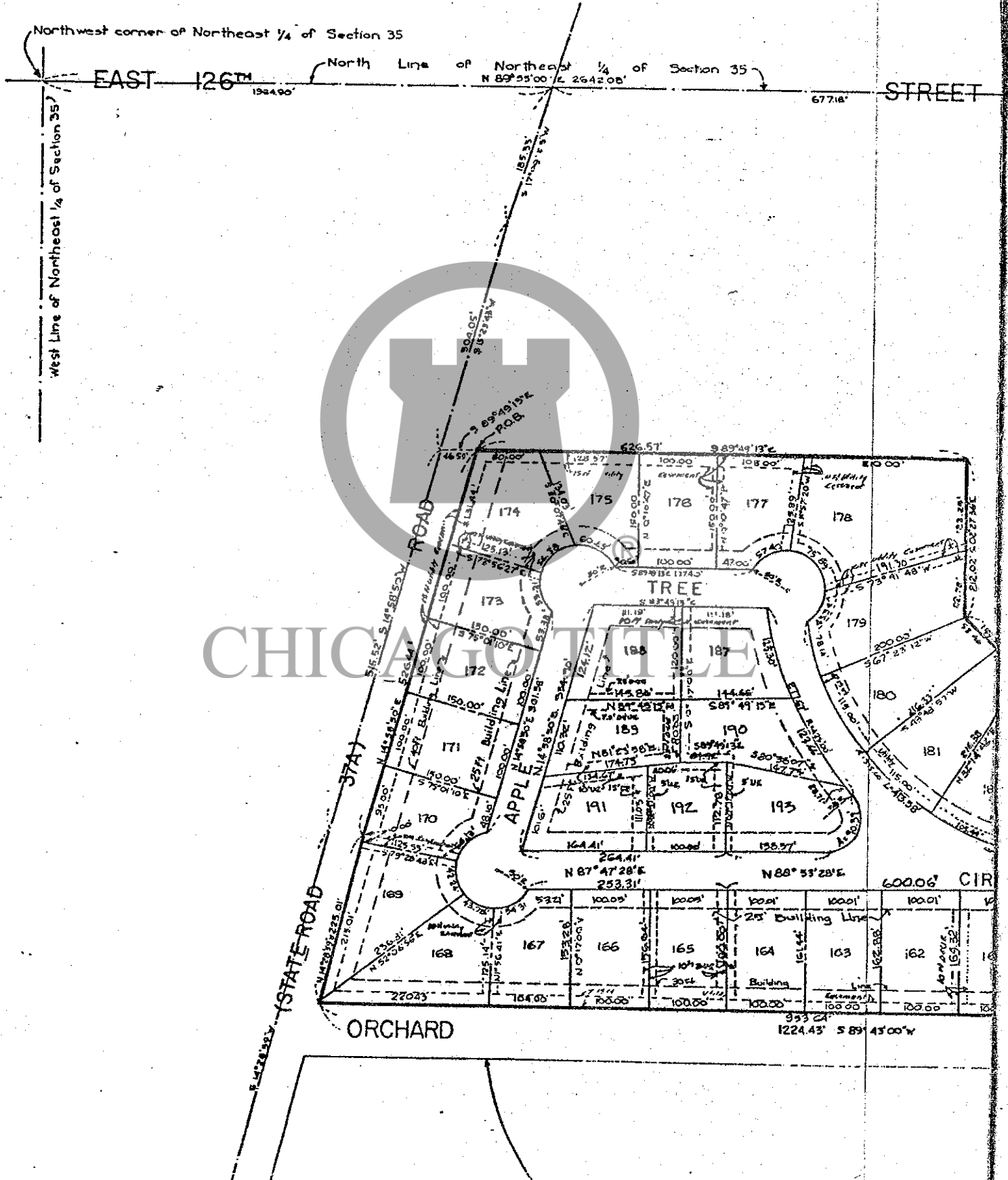
T 2-A

Township 18 North, Range 4 East, in Hamilton County, Indiana.



SUN-BLEND UNIT

Being a Subdivision of part of Sections 35, 36,



SUN-BLEST FARMS UNIT 2-B
Recorded January 31, 1978
Book 7 pages 9-10

Entry No.

Page No.

I, the undersigned, being a duly registered land surveyor, in the State of Indiana, hereby certify this plat to be true and correct, representing a Subdivision of part of Sections described as follows:

Commencing at the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 35 thence; S $89^{\circ} 49' 13''$ E a distance of 116.64 feet on and along the North line of the Northwest $\frac{1}{4}$ of Section 36 T 18 N R 4 E to a point, thence; S $01^{\circ} 11' 47''$ W a distance of 45.01 feet to the true point of beginning of this description, thence; S $89^{\circ} 49' 13''$ E a distance of 670.10 feet to a point thence; S $01^{\circ} 11' 47''$ W a distance of 150.00 feet to a point thence S $22^{\circ} 51' 57''$ W a distance of 54.19 feet to a point thence; S $01^{\circ} 11' 47''$ W a distance of 303.16 feet to a point, thence; S $12^{\circ} 32' 52''$ W a distance of 117.36 feet to a point, thence; S $23^{\circ} 39' 31''$ W a distance of 37.63 feet to a point, thence; S $31^{\circ} 18' 21''$ W a distance of 77.87 feet to a point thence S $31^{\circ} 47' 30''$ W a distance of 210.26 feet to a point, thence; S $56^{\circ} 06' 03''$ W a distance of 62.45 feet to a point thence; S $14^{\circ} 20' 51''$ W a distance of 118.47 feet to a point, thence N $81^{\circ} 43' 17''$ W a distance of 56.13 feet to a point thence; N $54^{\circ} 36' 13''$ W a distance of 126.77 feet to a point, thence; N $27^{\circ} 58' 00''$ E a distance of 101.52 feet to a point, thence; N $41^{\circ} 19' 25''$ W a distance of 180.00 feet to a point, thence; N $89^{\circ} 48' 39''$ W a distance of 265.57 feet to a point, thence; N $48^{\circ} 58' 09''$ W a distance of 155.38 feet to a point, thence; N $02^{\circ} 27' 36''$ W a distance of 212.02 feet to a point, thence; S $89^{\circ} 49' 13''$ E a distance of 246.72 feet to a point, thence; N $01^{\circ} 11' 47''$ E a distance of 428.68 feet to the true point of beginning, all in Hamilton County, Indiana.

The above described tract contains 14.077 acres more or less and is subject to all legal rights-of-way and easements of record.

This subdivision consists of 32 lots numbered 157 and 194 thru 224 all inclusive, with streets as shown hereon. The size of the lots and width of the streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 15th day of June, 1976.

Allen D. Ludlow, Registered
Land Surveyor, Indiana #S0051

COVENANTS & RESTRICTIONS

A planting screen strip six (6) feet in width is hereby established along the Northernmost boundary of lots 212 thru 217, both inclusive of this plat. The Northernmost line of such six (6) foot strip shall be and hereby is established to the Northernmost boundary of said lots. Within three years of the recording of this plat, the owners of lots 212 thru 217 both inclusive, shall install and thereafter maintain screen planting along such strip which will within a period of three years, provide a tight screen effective at all times of the year, at least four feet but less than seven (7) feet in height and three (3) feet in width.

Noblesville Title and Abstract Company

Noblesville, Indiana

All fences shall be no more than six (6) feet in height.

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance Nov. 15, 1972 and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "For Sale" signs shall be erected on any lot in this plat, and no barn or stable or other out buildings for housing domestic animals or poultry, except household pets, shall be permitted.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance Nov. 15, 1972, and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless the same shall be a shrub growth or hedge; not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of the lots in this plat these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

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

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water, and any improvement made on or under any easement by the property owner are at the risk of the property owner.

It shall be the responsibility of the individual lot owners to erect

and maintain a "dusk to dawn" type light in the front of their respective lots.

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me the undersigned, a Notary Public in the for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses expressed therein.

Witness my hand and Notarial Seal this 30th day of December, 1977.
Nita L. Statzer, Notary Public

My Commission Expires September 9th, 1981.

OWNER AND SUBDIVIDER
THE SUNBLEST DEVELOPMENT CORPORATION
Charles D. Jeffress, President Shermanna C Ablett, Asst. Secretary

COMMISSION CERTIFICATE

Under the authority provided by Chapter 174-Acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held October 12, 1976.

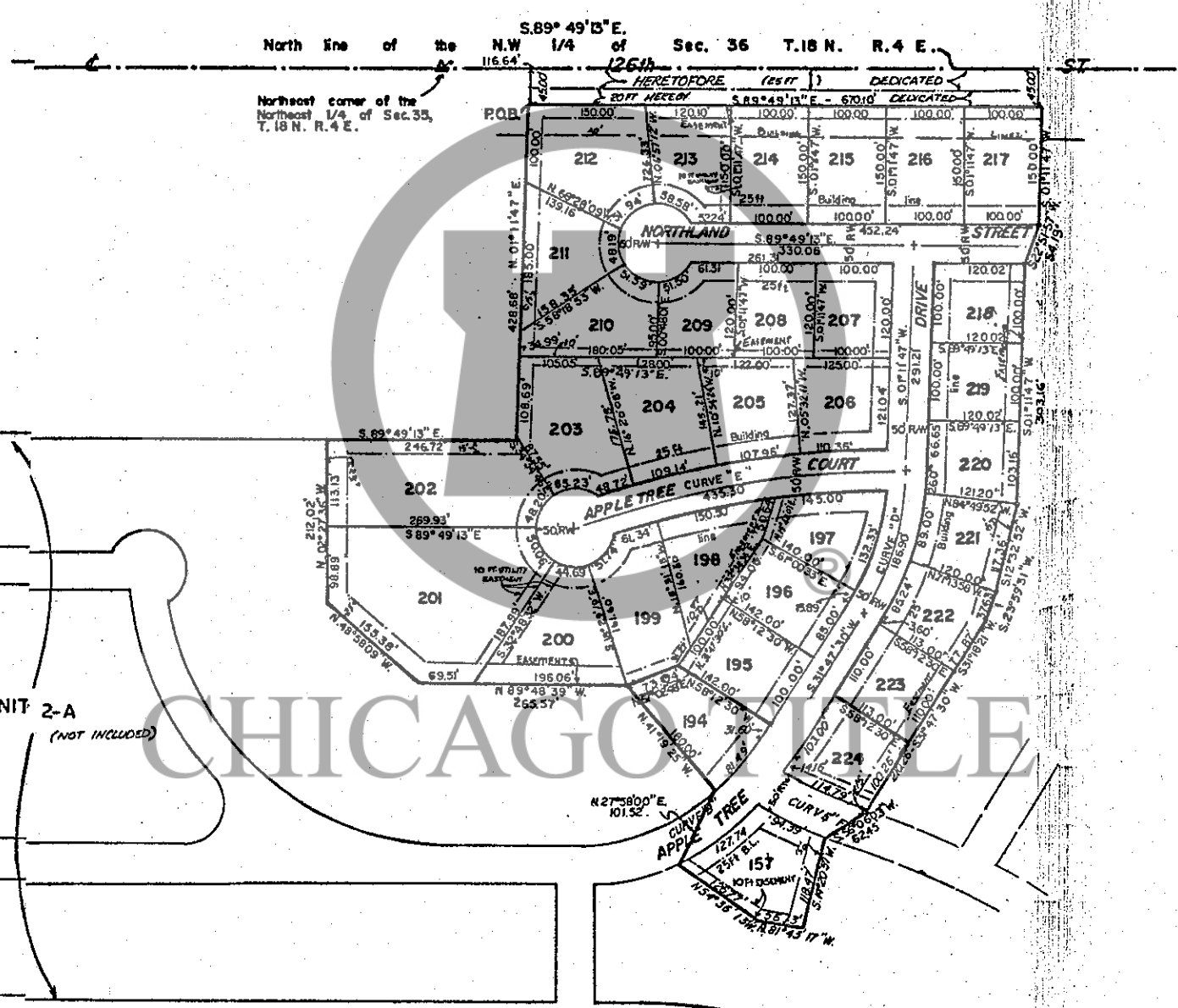
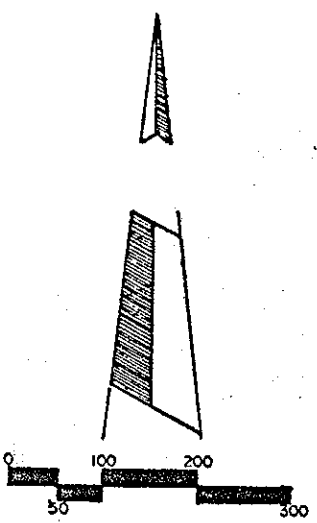
FISHERS TOWN PLAN COMMISSION

Janet P. Emanuel, President Keith E. Cox, Secretary

This Instrument Prepared by: Allen D. Ludlow, President, Ludlow & Associates.

BLEST FARMS UNIT 2-B

Location 35,36 Township 18 North, Range 4 East, Hamilton County, Indiana

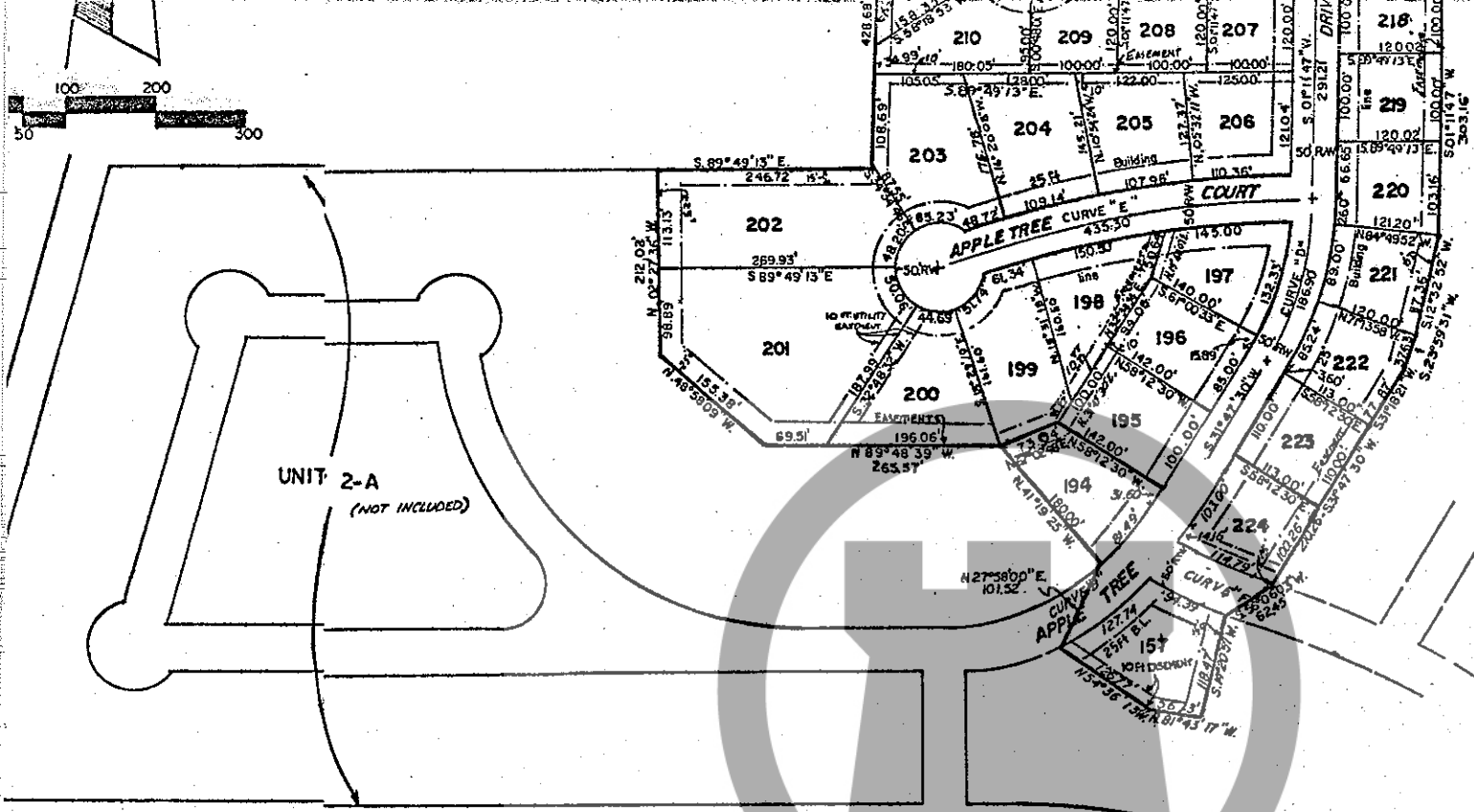


UNIT 2-A
(NOT INCLUDED)

9365

RECEIVED FOR RECORD

CURVE DATA
CURVE "B" CURVE "E" CURVE "F"



9365

RECEIVED FOR RECORD
AT 2:30 O'CLOCK P.M.

JAN 31 1978

BOOK 7 PAGE 9-10
James M. Hedger
Notary Public Hamilton County, Indiana

§ CURVE DATA

CURVE "B"	CURVE "F"	CURVE "E"	CURVE "D"
Δ = 50°21'41"	Δ = 15°07'31"	Δ = 22°08'00"	Δ = 30°35'43"
R = 301.55'	R = 580.00'	R = 1126.86'	R = 350.00'
L = 265.05'	L = 153.11'	L = 435.30'	L = 186.90'
C = 256.60'	C = 152.67'	C = 432.60'	C = 184.72'
BRG = N44°32'05"E	BRG = S65°31'13"E	BRG = S80°01'47"W	BRG = N16°29'38"E

CHICAGO TITLE

NOTARY PUBLIC
STATE OF INDIANA
COUNTY OF HAMILTON } S.S.

COMMISSION CERTIFICATE

Under the authority provided by chapter 174-acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

In my hand and Notarial Seal this 30 day of Dec. 1977

Adopted by the Town Plan Commission at a meeting held October 12, 1976.

SUN-BLEST FARMS, UNIT 3A
Plat Book 5 pages 128-129
Recorded July 25, 1975

Entry No.

Page No.

This subdivision consists of 58 Lots numbered from 1 to 58, both inclusive, with streets as shown hereon. The size of Lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 26 day of June 1975.

Allen D. Ludlow
Registered Land Surveyor
Indiana #S0051

The use of Lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance No. 15, 1972 and any amendments thereto.

No Lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "For Sale" signs shall be erected on any Lot in this plat and no barn, stable or other out buildings for housing domestic animals or poultry, except household pets shall be permitted.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front Lot line than the front house line unless same shall be a shrub growth or hedge not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any Lot nor shall anything be done thereon which may be come an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of Lots in this plat. These covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any Lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER:
KANTER CORPORATION OF INDIANA

By Charles Jeffress, President Philip A. Nicely, Asst. Secretary
INDIANA MORTGAGE CORPORATION

Charles V. Reed, Vice President

STATE OF INDIANA) SS
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 23rd day of July 1975.

Shermann C. Ablett
Notary Public

My Commission Expires 1-8-79



COMMISSION CERTIFICATE

Under authority provided by Chapter 174 - Acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held July 23, 1975.

FISHERS TOWN PLAN COMMISSION

Stephen T. Crickmore, President
Helen E. Roesener, Secretary

This Instrument Prepared by:

Allen D. Ludlow, President, LUDLOW AND ASSOCIATES, INC.

A planting screen strip, six (6) feet in width is hereby established along the Northernmost boundary of Lots 2 thru 15 of this plat. The Northernly line of such six (6) foot strip shall be and hereby is established to the Northernmost boundary of said lots. Within

Entry No.

Page No. 3

three years of the recording of this plat, the owners of Lots 2 thru 15 shall install and thereafter maintain screen planting along such strip which will within a period of three years, provide a tight screen, effective at all times of the year, at least four (4) feet, but less than seven (7) feet in height and three (3) feet in width.

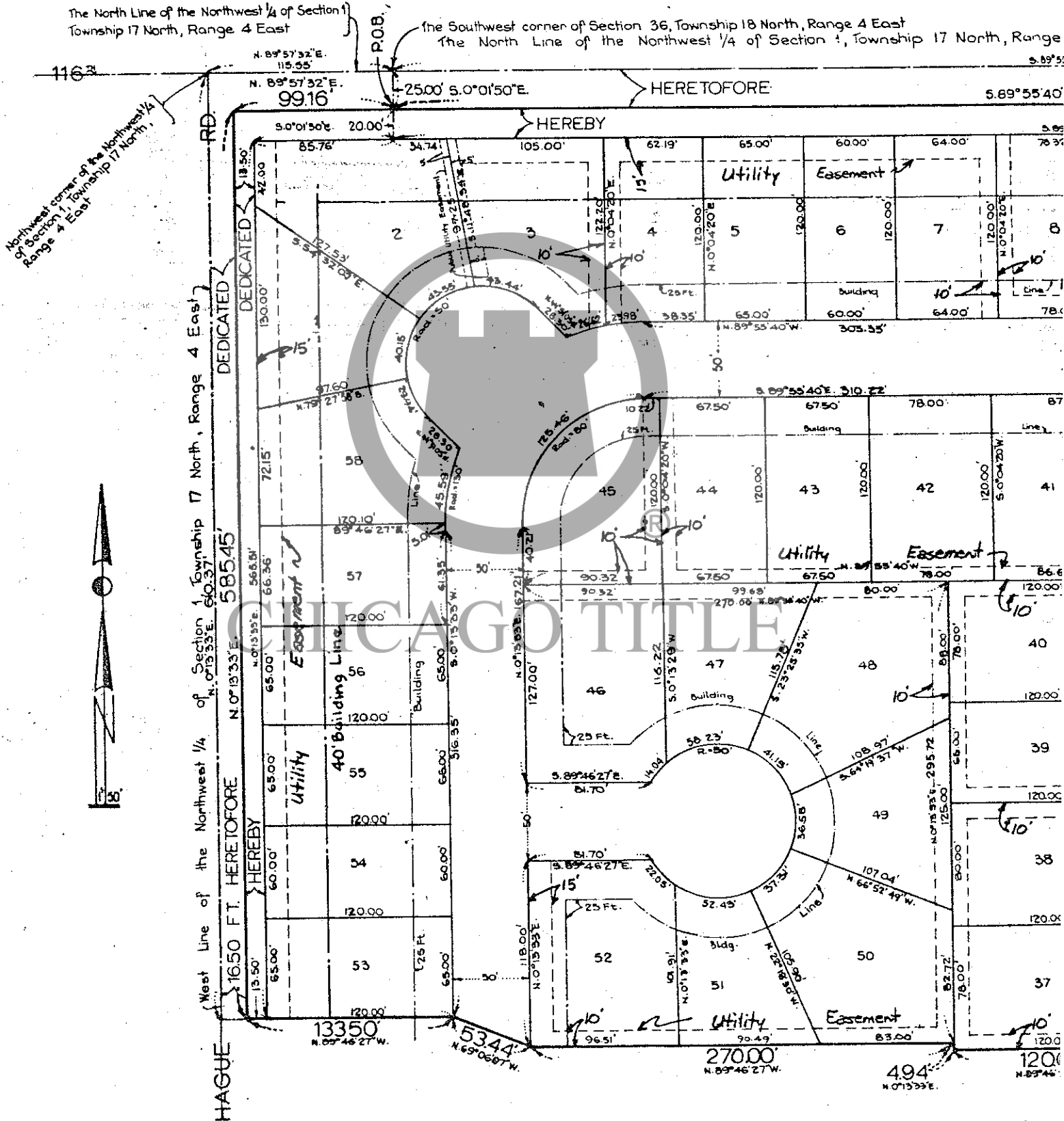


CHICAGO TITLE

SUN-BLE UNIT

3-A

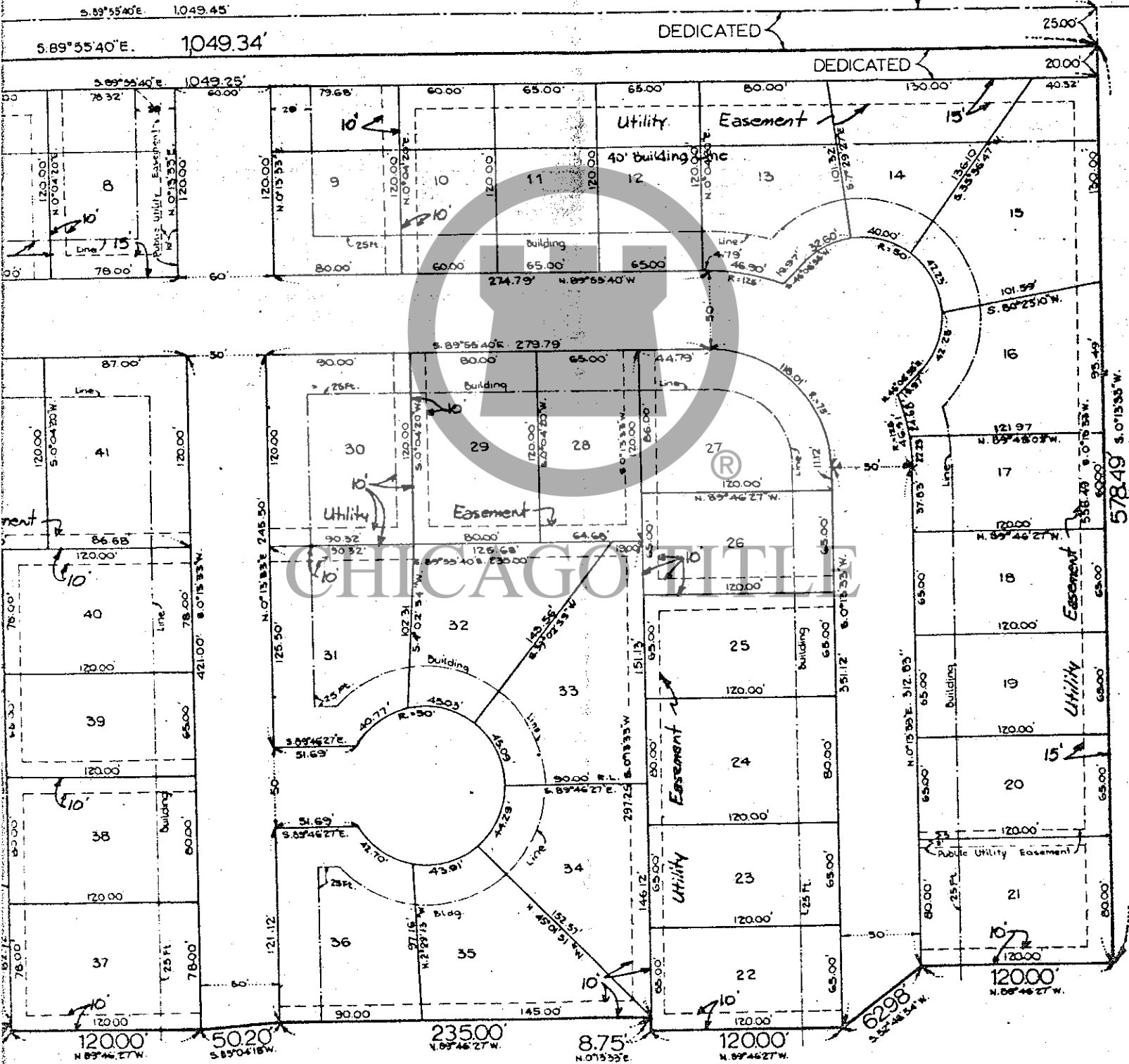
Being a Subdivision of part of Section 1 (One), Township



SUN WEST FARMS LOT 3A

(ne), Township 17 North, Range 4 East in Hamilton County, Indiana

North, Range 4 East and the South Line of the Southwest 1/4 of Section 36, Township 18 North, Range 4 East



SUN-BLEST FARMS, UNIT 3-B
Plat Book 6 page 72
Recorded December 21, 1976

Entry No.

Page No.

I, the undersigned, being a duly registered surveyor in the State of Indiana hereby certify this plat to be true and correct representing a subdivision of part of the Northwest 1/4 of Section 1 Township 17 North, and Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 1, thence;

S 00° 13' 33" W on and along the West line of aforesaid quarter section a distance of 610.37 feet to a point, thence;

S 89° 44' 27" E a distance of 16.50 feet to the true point of beginning of this description, thence;

S 89°46'27"E a distance of 135.50 feet to a point, thence;
S 69°06'07"E a distance of 53.44 feet to a point; thence; S 89° 46'27" E a distance of 270.00 feet to a point, thence; S00°13' 33" W a distance of 4.94 feet to a point, thence S89°46'27"E a distance of 120.00 feet to a point, thence; N 85°04'18"E a distance of 50.20 feet to a point, thence; S83°46'27"E a distance of 235.00 feet to a point, thence; S 00°13'33"E a distance of 579.56 feet to a point, thence; N 89°46'27"W a distance of 675.00 feet to a point, thence; S00°13'33"W a distance of 190.38 feet to a point, thence; S88°52'48" W a distance of 183.55 feet to a point, thence; N00°13'33"E a distance of 793.55 feet to the true point of beginning.

The above described tract contains 12.291 acres, more or less, and is subject to all legal rights-of-way and assessments of record.

This subdivision consists of 45 lots numbered from 59 to 103, both inclusive, with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 5th day of August, 1976.

Allen D. Ludlow
Registered Land Surveyor,
Indiana #S0051

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance Nov. 15, 1972, and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings housing domestic animals or poultry, except

household pets, shall be permitted.

No trailer, tent, basement, garage or other out building erected in this plat shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge; not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be come an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of lots in this plat these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements, made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER:
KANTER CORPORATION OF INDIANA

By: Charles D. Jeffress,
President

Philip A. Nicely,
Secretary

INDIANA MORTGAGE CORPORATION

Charles V. Reed, Vice President

STATE OF INDIANA)
)SS
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument as their

voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 17 day of December, 1976.

Shermans C. Ablett,
Notary Public

My Commission Expires 1-8-79

COMMISSION CERTIFICATE

Under authority provided by chapter 174 - acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held October 17, 1976.

FISHERS TOWN PLAN COMMISSION

Stephen T. Crickmore,
President

Marjorie Glover,
Secretary

This Instrument Prepared by:

Allen D. Ludlow, President



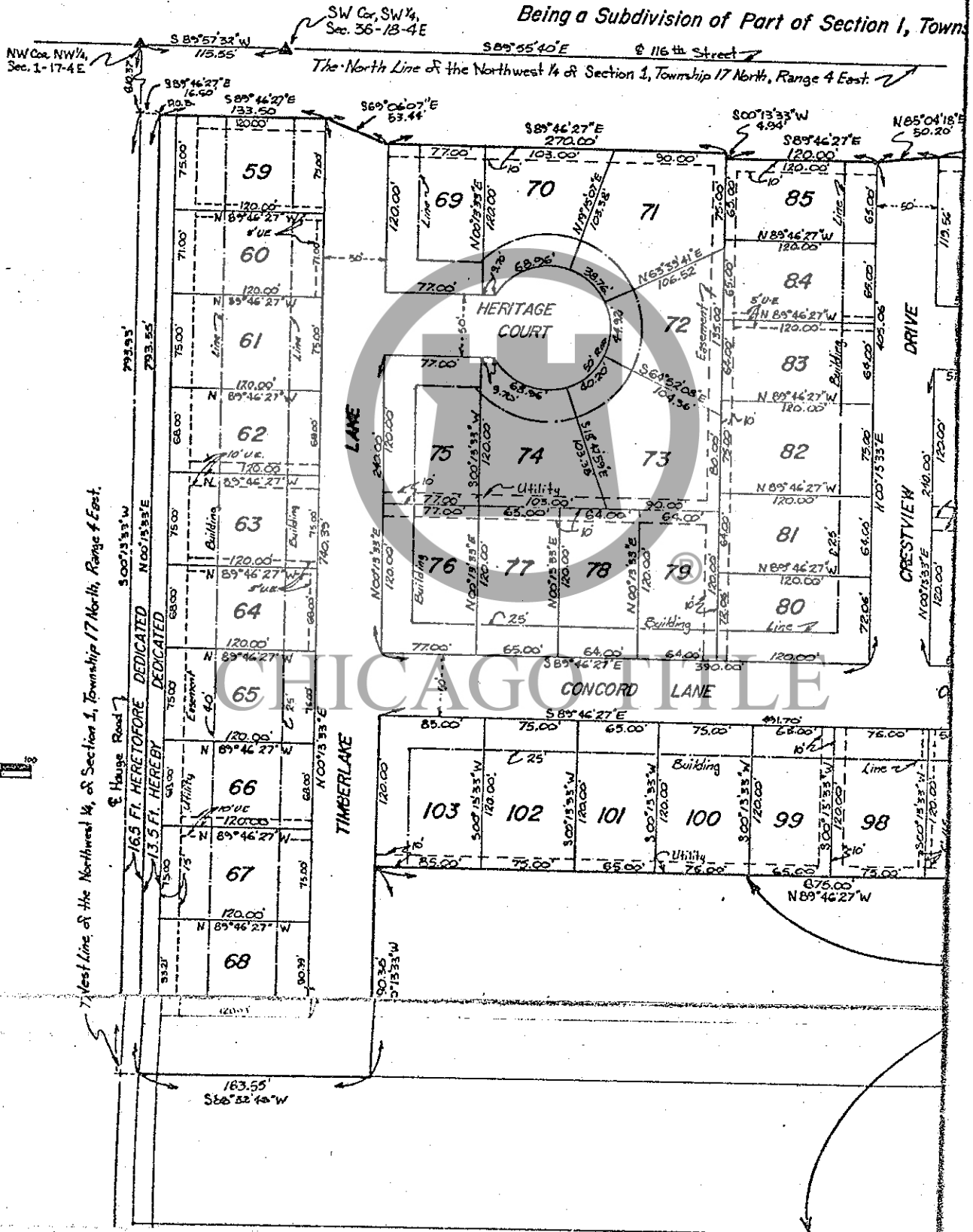
All yard dimensions and restrictions shall be in accordance with the Town of Fishers Zoning Ordinance Nov. 15, 1972, and any amendments thereto.

All fences shall be approved by the Sun-Blest Farms Homeowners Association prior to construction.

All fences shall be no more than four (4) feet in height if said fence is within twenty (20) feet of any side or rear lot line.

SUN-BLEST UNIT

Being a Subdivision of Part of Section 1, Town



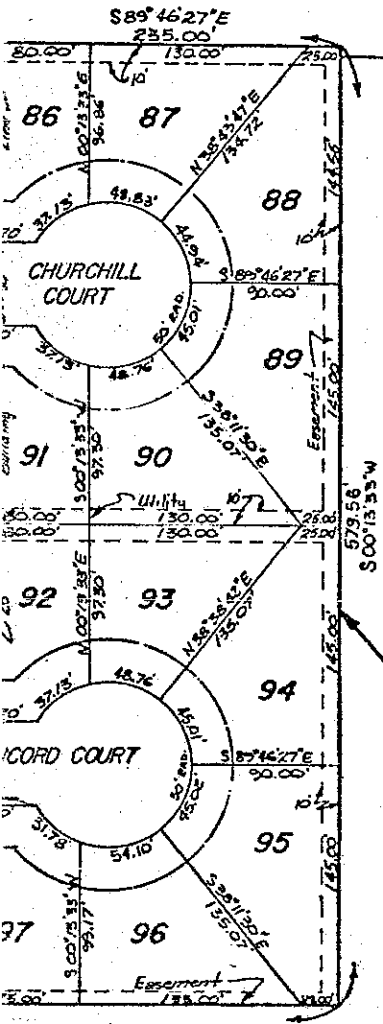
West Line of the Northwest 1/4 of Section 1, Township 17 North, Range 4 East.

E Haug Road
 16.5 FT. HERETOFORE DEDICATED
 13.5 FT. HEREBY DEDICATED

CHICAGO FILE

FARMS 3 B

Ship 17 North, Range 4 East, Hamilton County, Ind.



NOT INCLUDED

6203

RECORDED IN RECORD
AT 4:30 O'CLOCK P. M.

DEC 21 1976

BOOK 6 PAGE 72
James H. ...
ATTORNEY AT LAW

SUN-BLEST FARMS UNIT 3-C
Recorded January 31, 1978
Book 7 page 11

Entry No.

Page No.

I, the undersigned, being a duly registered land surveyor in the State of Indiana, hereby certify this plat to be true and correct representing a Subdivision of part of the Northwest $\frac{1}{4}$ of Section 1, Township 17 North, and Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 1, thence; S $00^{\circ} 13' 33''$ W on and along the West line of aforesaid quarter section a distance of 1404.30 feet to a point, thence; S $88^{\circ} 52' 48''$ E a distance of 16.50 feet to the true point of beginning of this description, thence; S $88^{\circ} 52' 48''$ E a distance of 183.55 feet to a point, thence; N $00^{\circ} 13' 33''$ E a distance of 190.38 feet to a point, thence; S $89^{\circ} 46' 27''$ E a distance of 675.00 feet to a point, thence; N $00^{\circ} 13' 33''$ E a distance of 570.81 feet to a point, thence; S $89^{\circ} 46' 27''$ E a distance of 120.00 feet to a point, thence; N $52^{\circ} 46' 54''$ E a distance of 62.98 feet to a point, thence; S $89^{\circ} 46' 27''$ E a distance of 120.00 feet to a point, thence; S $00^{\circ} 13' 33''$ W a distance of 896.83 feet to a point, thence; S $88^{\circ} 52' 48''$ W a distance of 1148.82 feet to a point, thence; N $00^{\circ} 13' 33''$ E a distance of 120.03 feet to the true point of beginning of this description.

The above described tract contains 11.104 acres, more or less, and is subject to all legal rights-of-way and easements of record.

This subdivision consists of 43 lots numbered from 104 to 146, both inclusive, with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 5th day of August, 1976.

Allen D. Ludlow, Registered Land Surveyor, Indiana #SO051

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance Nov. 15, 1972, and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "For Sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings housing domestic animals or poultry, except household pets, shall be permitted.

No trailer, tent, basement, garager or other out building erected in this plat shall at anytime be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge; not to exceed four (4) feet in height or fifteen (15) feet in length.

Noblesville Title and Abstract Company

Noblesville, Indiana

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of lots in this plat these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

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

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owners.

OWNER AND SUBDIVIDER
KANTER CORPORATION OF INDIANA

By Charles D. Jeffress, President Sherman Ablett, Secretary

INDIANA MORTGAGE CORPORATION
Charles V. Reed, Vice President

STATE OF INDIANA)
COUNTY OF HAMILTON) SS

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kanter Corporation of Indiana, who acknowledged the execution of the foregoing instrument at their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 30th day of December, 1976.
Nita L. Statzer, Notary Public

My Commission Expires September 8, 1981.

COMMISSION CERTIFICATE

Under authority provided by chapter 174-acts of 1947, enacted by the general assembly, of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held October 12, 1977.

FISHERS TOWN PLAN COMMISSION

Janet P. Emanuel, President
Keith E. Cox, Secretary

All yard dimensions and restrictions shall be in accordance with the Town of Fishers Zoning Ordinance Nov. 15, 1972, and any amendments thereto.

All fences shall be no more than six (6) feet in height if said fence is within twenty (20) feet of any side or rear lot line.

This Instrument Prepared by: Allen D. Ludlow President, Ludlow and Associates, Inc.



CHICAGO TITLE

SUN-BLEST F UNIT 3-

Being a Subdivision of Part of Section 1, Township 17 North,

SW. Cor. SW 1/4
Sec. 36-10-4E.

S 89° 55' 40" E. E 116th Street 7

NW. Cor. NW 1/4
Sec. 1-17-4E.

The North Line of the Northwest 1/4 of Section 1, Township 17 North, Range 4 East

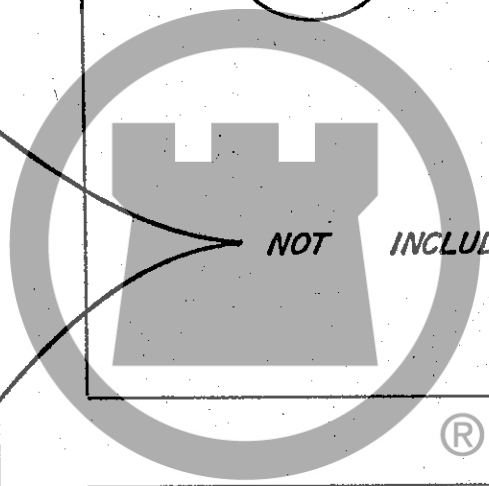
The West Line of the Northwest 1/4 of Section 1, Township 17 North, Range 4 East.

404.30

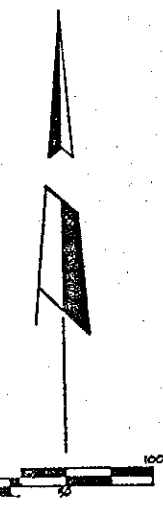
200' 13' 33" W.

165.5 FT. HERETOFORE DEDICATED
13.5 FT. HEREBY DEDICATED

HAUGE ROAD



CHICAGO TITLE



N 09° 13' 31" E.
190.38'

104

105

106

107

108

109

110

R.O.A.
N 88° 52' 48" E.
183.55'

146

145

144

143

142

141

140

139

138

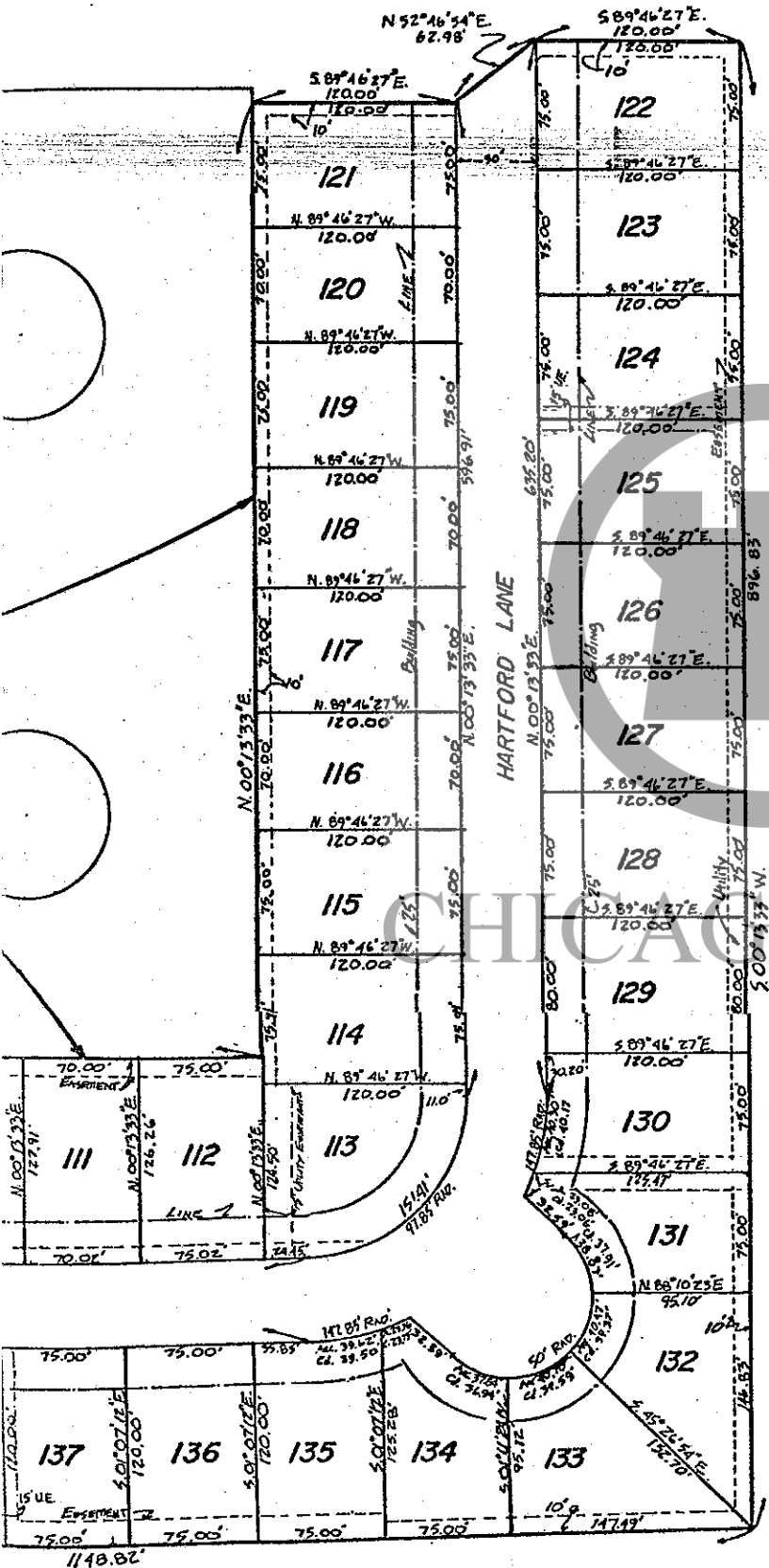
CAMBRIDGE DRIVE

N 88° 52' 48" E.

N 88° 52' 48" W.

FARMS A-C

North, Range 4 East, Hamilton County, Ind



9366

RECEIVED
AT 2:30 O'CLOCK P. M.

JAN 31 1978

BOOK 7 PAGE 11

I, the undersigned, being a duly registered surveyor in the State of Indiana, hereby certify this plat to be true and correct, representing a Subdivision of part of Sections 35 and 36, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Section 35, thence; N 00°16'42"E a distance of 25.00 feet to the true point of beginning of this description, thence; S 89°57'32"W a distance of 755.00 feet to a point, thence; N 00°16'42"E a distance of 599.95 feet to a point, thence; N 89°57'32"E a distance of 770.02 feet to a point, thence; S 68°06'25"E a distance of 53.53 feet to a point, thence; S 89°02'32"E a distance of 120.00 feet to a point, thence; S 00°57'28"W a distance of 387.91 feet to a point, thence; S 26°56'32"W a distance of 56.11 feet to a point, thence; S 00°02'28"E a distance of 140.31 feet to a point, thence; N 89°55'40"W a distance of 155.78 feet to the point of beginning containing 12.740 acres, more or less, all in Hamilton County, Indiana.

Subject to all legal rights-of-way and easements of record.

This subdivision consists of 44 lots numbered from 1 to 44, both inclusive, with streets as shown hereon. The size of the lots and the width of the streets are shown in figures denoting feet and decimal parts thereof.

Witness by signature this 1st day June 1976

Allen D. Ludlow
Registered Land Surveyor-Indiana
#S-0051

A planting screen strip, six (6) feet in width is hereby established along the Southernmost boundary of lots 1 thru 11, both inclusive, of this plat. The Southerly line of such six (6) foot strip shall be and hereby is established to the Southernmost boundary of said lots. Within three years of the recording of this plat, the owners of lots 1 thru 11, both inclusive shall install and thereafter maintain screen planting along such strip which will within a period of three years provide a tight screen, effective at all times of the year, at least four feet, but less than seven (7) feet in height and three (3) in width.

All fences shall be approved by the Sun-Blest Farms Homeowners Association prior to construction.

All fences shall be no more than four (4) feet in height if said fence is within twenty (20) feet of any side or rear lot line.

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance No. 15, 1972 and any amendments thereto.

No lot shall thereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "For Sale" signs shall be erected on any lot in this plat, and no barn or stable or other out buildings for housing domestic animals or poultry, except household pets, shall be permitted.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance No. 15, 1972, and any amendments thereto.

No trailer, tent, basement, garage, or other out building erected in this plat shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless the same shall be a shrub growth or hedge; not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods unless by the owners of a majority of the lots in this plat these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

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

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water, and any improvements made on or under any easement by the property owner are at the risk of the property owner.

STATE OF INDIANA)
) SS
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared The Kanter Corporation of Indiana,

who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses expressed therein.

Witness my hand and Notarial Seal this 27th day of April 1976.

Shermana C. Ablett
Notary Public

COMMISSION CERTIFICATE

Under the authority provided by chapter 174-acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held October 12, 1976.

FISHERS TOWN PLAN COMMISSION

Stephen T. Crickmore,
President

Marjorie Glover,
Secretary

OWNER AND SUBDIVIDER:

THE KANTER CORPORATION

By Charles D. Jeffress,
President

Philip A. Nicely,
Secretary

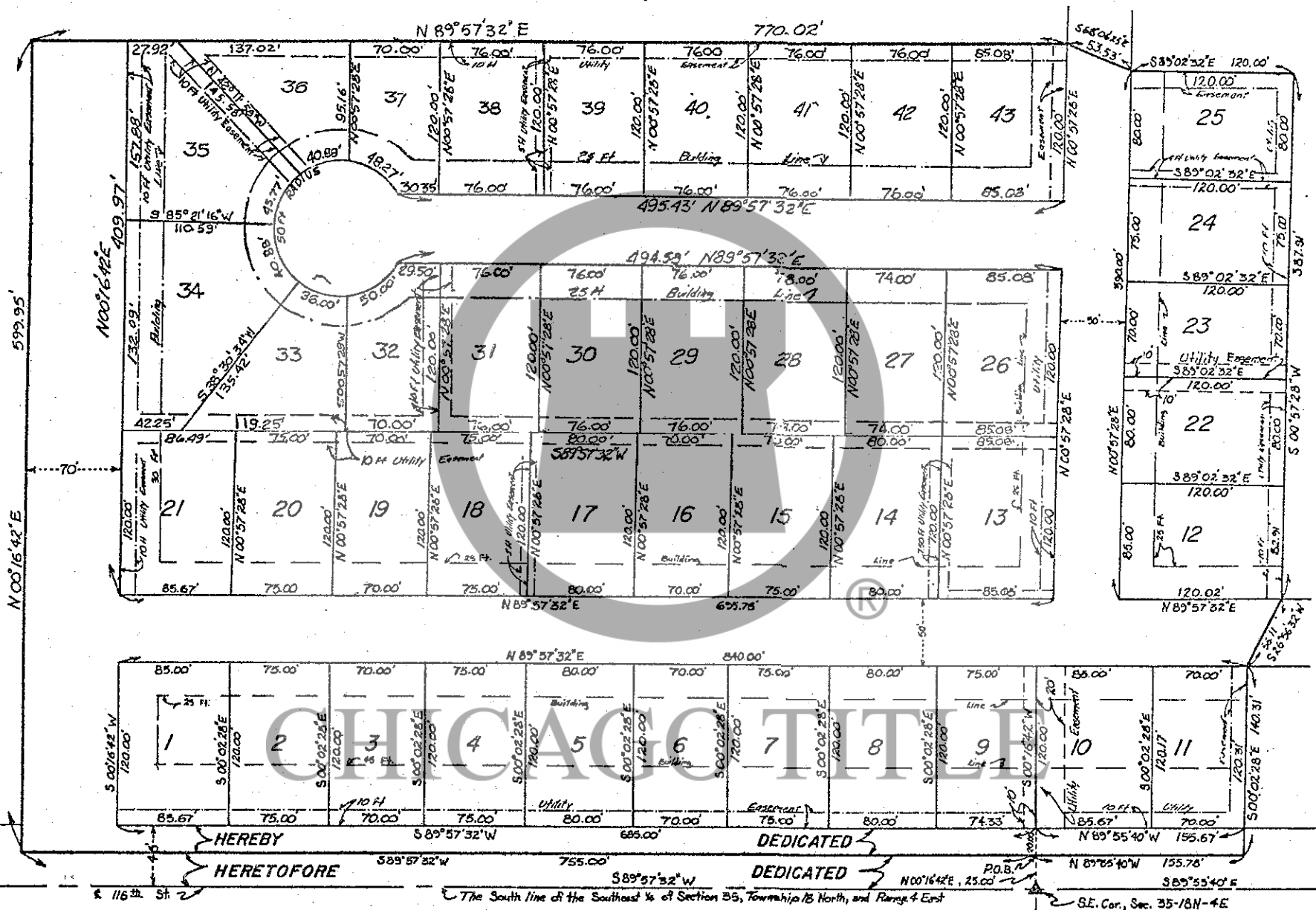
INDIANA MORTGAGE CORPORATION

Charles V. Reed,
Vice President

CHICAGO TITLE

This Instrument Prepared by: Allen D. Ludlow, President of Ludlow and Associates, Inc.

Being a Subdivision of part of Sections 35, 36, Township 18 North, Range 4 East, Hamilton County, Indiana.



200

I, the undersigned surveyor in the State of Indiana, hereby certify that this is a true and correct copy of the original record of this subdivision as shown to me by the owner of the same.

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance No. 15.1972 and any amendments thereto.

STATE OF INDIANA }
COUNTY OF HAMILTON } S.S.

RECORDED August 23, 1978

LEGAL DESCRIPTION

I the undersigned, being a duly registered land surveyor in the State of Indiana, hereby certify this plat to be true and correct representing a Subdivision of part of the Southeast 1/4 of Section 35 and the Southwest 1/4 of Section 36, Township 18, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest Corner of the Southwest 1/4 of Section 36, T 18 N, R 4 E, thence;

S 89° 55' 40" E. on and along the South line of Section 36 a distance of 155.92 feet to a point, thence;
 N 00° 02' 28" W. on and along the East boundary line of Sunblest Farms, Unit 4-A, a distance of 165.31 feet to a point, thence;
 N 26° 56' 32" E. along the aforesaid boundary line a distance of 56.11 feet to a point, thence;
 N 00° 57' 28" E. along the aforesaid boundary line a distance of 387.91 feet to a point hereafter known as the true point of beginning of this legal description, thence;
 N 89° 02' 32" W. a distance of 120.00 feet to a point, thence;
 N 68° 06' 25" W. a distance of 53.53 feet to a point, thence;
 S 89° 57' 32" W. a distance of 580.02 feet to a point, thence;
 N 00° 16' 42" E. a distance of 173.99 feet to a point, thence;
 N 03° 54' 58" E. a distance of 49.88 feet to a point, thence;
 N 12° 41' 51" E. a distance of 70.49 feet to a point, thence;
 N 22° 59' 09" E. a distance of 70.49 feet to a point, thence;
 N 33° 16' 25" E. a distance of 70.49 feet to a point, thence;
 N 43° 33' 43" E. a distance of 70.49 feet to a point, thence;
 N 49° 48' 43" E. a distance of 15.17 feet to a point, thence;
 N 50° 55' 04" E. a distance of 269.90 feet to a point, thence;
 N 45° 19' 34" E. a distance of 70.34 feet to a point, thence;
 N 50° 55' 04" E. a distance of 120.00 feet to a point, thence;
 N 39° 04' 56" W. a distance of 143.11 feet to a point, thence;
 N 72° 27' 09" E. a distance of 103.05 feet to a point, thence;
 N 68° 19' 07" E. a distance of 94.43 feet to a point, thence;
 N 61° 30' 17" E. a distance of 94.20 feet to a point, thence;
 N 61° 30' 06" E. a distance of 44.94 feet to a point, thence;
 S 00° 00' 00" a distance of 150.17 feet to a point, thence;
 N 90° 00' 00" E. a distance of 406.00 feet to a point, thence;
 S 00° 04' 20" W. a distance of 120.46 feet to a point, thence;
 S 15° 00' 37" E. a distance of 51.80 feet to a point, thence;
 S 00° 04' 20" W. a distance of 240.00 feet to a point, thence;
 S 03° 53' 47" W. a distance of 70.15 feet to a point, thence;
 S 00° 04' 20" W. a distance of 120.00 feet to a point, thence;
 N 89° 55' 40" W. a distance of 378.00 feet to a point, thence;
 S 00° 57' 28" W. a distance of 282.13 feet to the true point of beginning of this description.

The above described tract contains 17.2533 acres, more or less and is subject to all legal rights of way and easements of record.

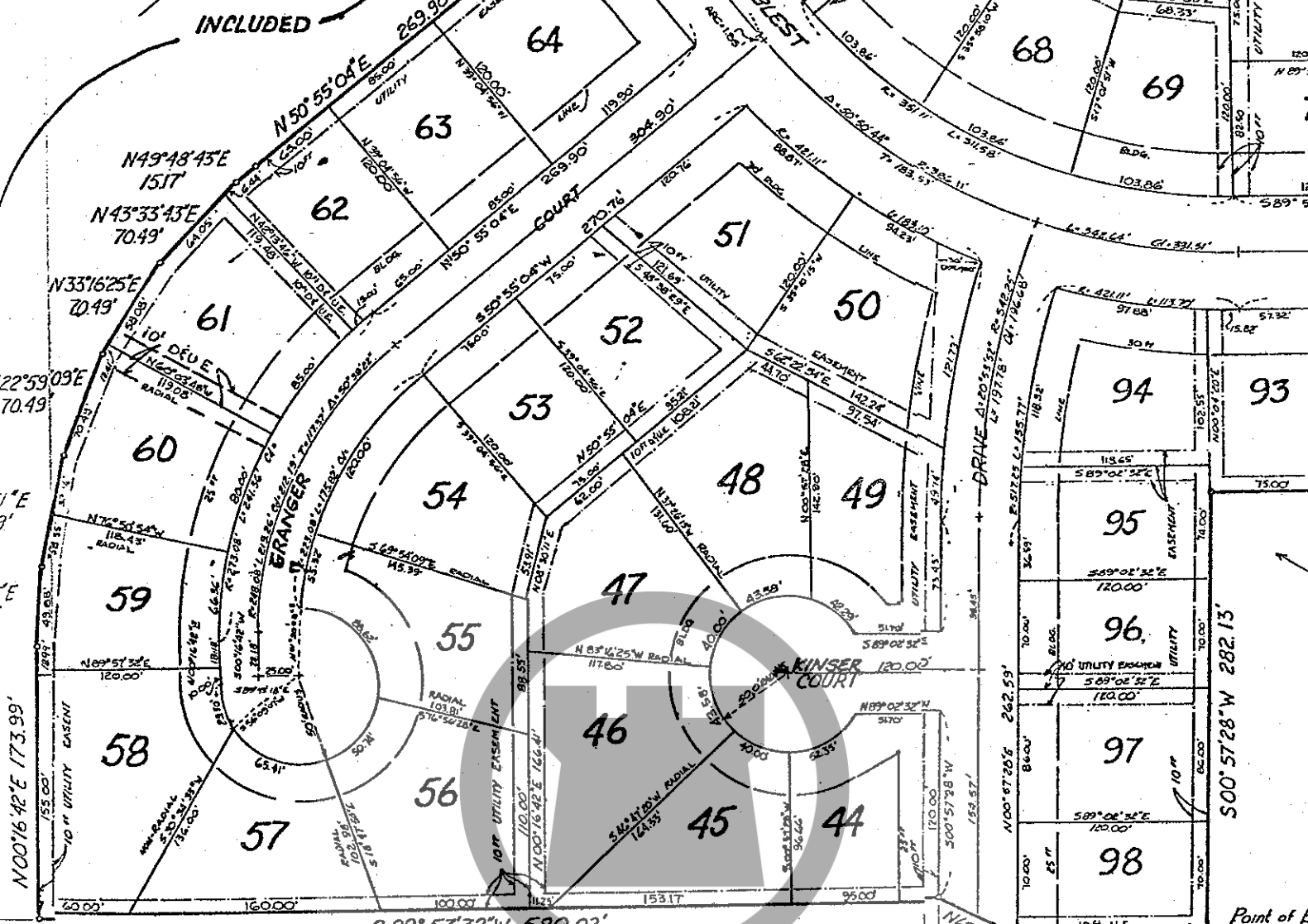
This subdivision consists of 55 lots, numbered 44 thru 98, both inclusive with streets as shown hereon.

The size of lots and widths of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 15th day of July, 1978.

Allen D. Ludlow
 ALLEN D. LUDLOW

Registered Land Surveyor, Indiana #50055



CHICAGO TITLE

SUNBLEST FARMS
UNIT - "4 A"

NOT

INCLUDED

MADDEN DRIVE

DRIVE

Section 35 - T18N-R4E
Section 36 - T18N-R4E

Southwest Quarter
Southwest Quarter

N 26° 56' 32" E
56.11'

N 00° 57' 28" E - 382.91'

N 89° 02' 32" W
120.00'

N 68° 02' 25" W
63.53'

S 89° 57' 32" W 580.02'

N 00° 16' 42" E 173.99'

N 22° 59' 09" E
70.49'

N 33° 16' 25" E
70.49'

N 49° 48' 45" E
151.7'

N 43° 33' 43" E
70.49'

N 50° 55' 04" E
269.90'

UNBLEST

61

68

69

70

62

63

64

60

61

52

51

50

53

54

48

49

59

47

55

46

45

44

58

57

56

95

96

97

98

94

93

Point of Beginning

N 16° 53' 1"

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance Nov. 15, 1972, and any amendments thereto,

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "for sale" signs shall be erected on any lot in this plat and no barn, stable or other out buildings housing domestic animals or poultry, except household pets, shall be permitted.

No trailer, tent, basement, garage or other out building erected in this plat shall at anytime be used as a resident, temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge, not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1998, at which time said covenants and restrictions are automatically extended for successive ten year periods unless by the owners of a majority of lots in this plat these covenants and restrictions are amended or terminated in writing.

These covenants and restrictions shall be enforceable by injunction and otherwise by grantors, its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by the property owners are at the risk of the property owners.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers Zoning Ordinance, November 15, 1972, and any amendments thereto.

All fences shall be approved by the Sun Blest Farms Homeowners Association prior to construction.

Entry No.

Page No.

Shermana C. Ablett
Notary Public
Residing in Hamilton County, Ind.
(Seal)

My Commission Expires Jan. 8th, 19__ (unable to read)

OWNER AND SUBDIVIDER:

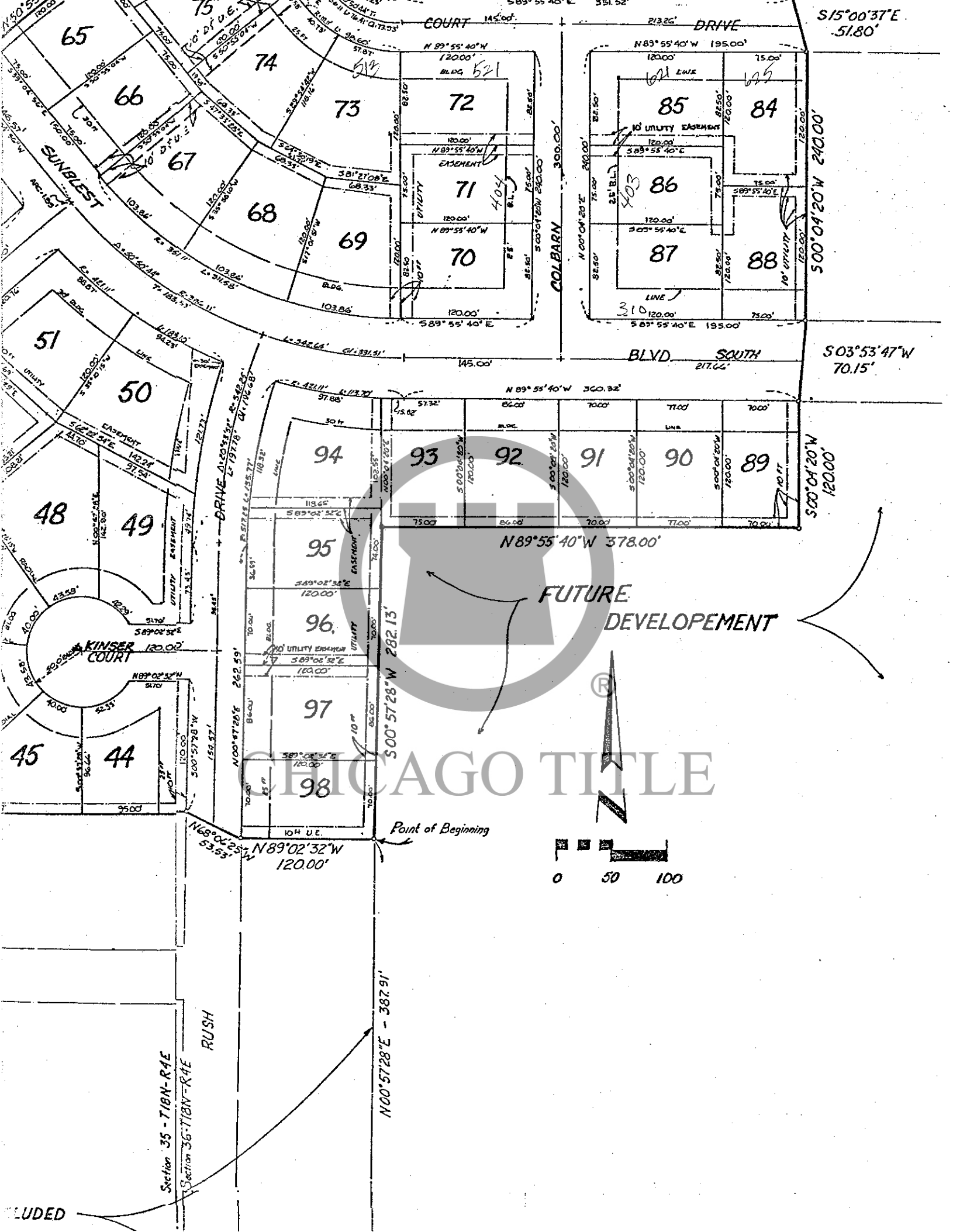
THE KANTER CORPORATION OF INDIANA

Charles D. Jeffress
President

Philip A. Nicely
Secretary



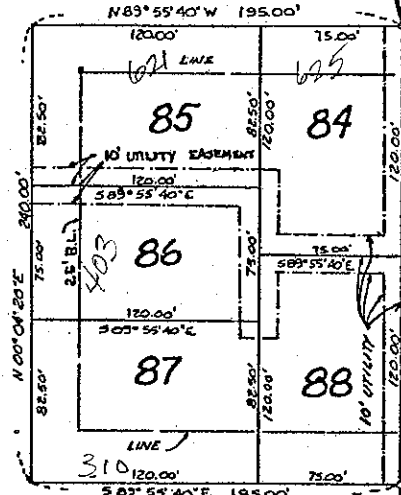
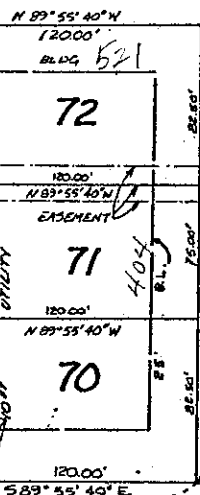
CHICAGO TITLE



COURT 145.00'

DRIVE 213.26'

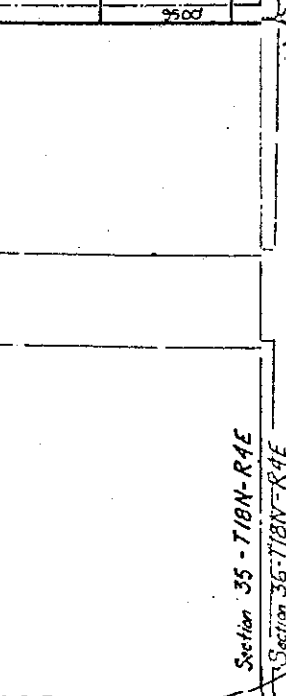
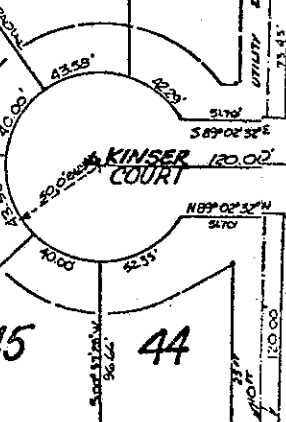
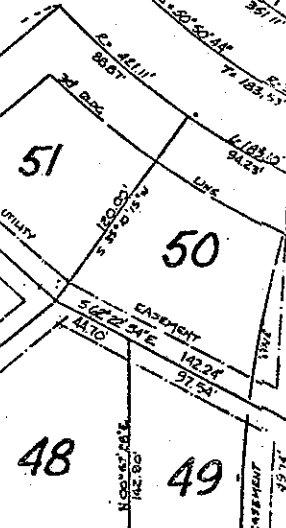
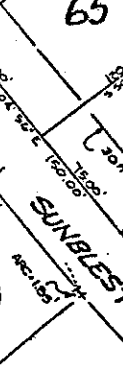
S15°00'37"E
51.80'



00012 N02°40'00.00S
240.00'

BLVD SOUTH 217.62'

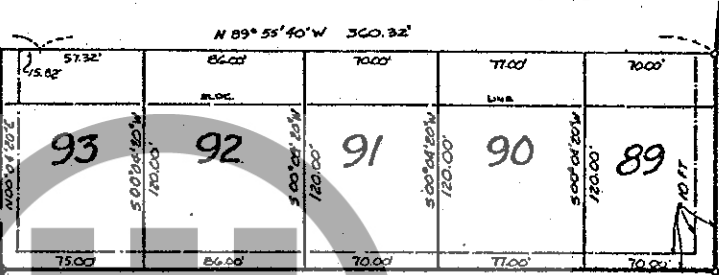
S03°53'47"W
70.15'



DRIVE 41°40'51"E 51.52' 22.22'
L 197.78' 47°12'46"W

DRIVE 41°40'51"E 51.52' 22.22'
L 197.78' 47°12'46"W

RUSH
N00°47'20"E 262.59'
N00°57'28"W 387.91'
N00°57'28"W 282.13'

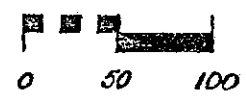


N89°55'40"W 378.00'

FUTURE DEVELOPEMENT

CHICAGO TITLE

Point of Beginning



Section 35 - T18N-R4E
Section 36 - T18N-R4E

CLUDED

SUNBLEST FARMS SECTION 4-C
PLAT BOOK 8 page 79
Recorded April 25, 1980

Entry No.

Page No.

CERTIFICATE OF SURVEY

I, John V. Schneider, hereby certify that I am a registered land surveyor, licensed in compliance with the laws of the State of Indiana; that this plat correctly represents a survey completed by me on October 15, 1979; that all the monuments shown thereon actually exist, and that the location, size, type and material of said monuments are accurately shown.

Part of the Southwest Quarter of Section 36, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the said Southwest Quarter section; thence South 89 degrees 55 minutes 40 seconds East along the South line of the said Southwest Quarter section 155.92 feet; thence North 00 degrees 02 minutes 28 seconds West along the East line and East line extended South of Sunblest Farms Unit 4-A, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 6, pages 102-103 in the Office of the Recorder of Hamilton County, Indiana, 165.31 feet; thence North 26 degrees 56 minutes 32 seconds East along the said East line 56.11 feet; thence North 00 degrees 57 minutes 28 seconds East along the East line of Sunblest Farms Unit 4-A and the East line of Sunblest Farms Unit 4-B, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 7, page 61 in the Office of the Recorder of Hamilton County, Indiana, 670.04 feet; thence South 89 degrees 55 minutes 40 seconds East along the South line of Sunblest Farms Unit 4-B and parallel with the South line of the said Southwest Quarter section 378.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; (the next five (5) described courses being continuous and contiguous with the East line of said Sunblest Farms Unit 4-B); thence North 00 degrees 04 minutes 20 seconds East 120.00 feet; thence North 03 degrees 53 minutes 47 seconds East 70.15 feet; thence North 00 degrees 04 minutes 20 seconds East 240.00 feet; thence North 15 degrees 00 minutes 37 seconds West 51.80 feet; thence North 00 degrees 04 minutes 20 seconds East 120.46 feet; thence North 90 degrees 00 minutes 00 seconds East 45.21 feet; thence South 89 degrees 55 minutes 40 seconds East parallel with the South line of the said Southwest Quarter section 198.27 feet; thence North 00 degrees 04 minutes 20 seconds East 31.80 feet; thence South 89 degrees 55 minutes 40 seconds East parallel with the said South line 120.00 feet; thence South 00 degrees 04 minutes 20 seconds West 22.32 feet; thence South 89 degrees 55 minutes 40 seconds East parallel with the South line 290.00 feet; thence South 00 degrees 04 minutes 20 seconds West 420.02 feet; thence South 15 degrees 21 minutes 04 seconds East 72.61 feet; thence South 00 degrees 04 minutes 20 seconds West 140.43 feet; thence North 89 degrees 55 minutes 40 seconds West parallel with the said South line 260.00 feet; thence North 86 degrees 12 minutes 18 seconds West 314.65 feet; thence North 89 degrees 55 minutes 40 seconds West parallel with the said South line 90.00 feet to the POINT OF BEGINNING, containing 9.299 acres, more or less.

This subdivision consists of 30 lots numbered 99 through 128, both inclusive, together with street easements and public ways as shown on the within plat. The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

COVENANTS AND RESTRICTIONS

We, the undersigned, Sunblest Farms, Inc., by Kenneth E. Thompson and Deborah J. Shields, president and secretary respectively of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do thereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as Sunblest Farms, Section 4-C, an addition to the Town of Fishers. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground of various width as shown on this plat and marked "Easement", reserved for the use of utilities for the installation of water and sewer mains, surface drainage, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the utilities.

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance February 28, 1972, and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "for sale" signs shall be erected on any lot in this plat, and no barn, stable or other out building housing domestic animals or poultry, except household pets, shall be permitted.

No trailer, tent, basement, garage or other outbuilding erected in this plat shall at anytime be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge, not to exceed four (4) feet in height or fifteen (15) feet in length.

No toxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by the property owner are at the risk of the property owners.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers Zoning Ordinance February 28, 1972, and any amendments thereto.

All fences shall be approved by the Sunblest Farms Homeowners Association prior to construction.

All fences shall be no more than four (4) feet in height if said fence is within (20) feet of any side or rear lot line.

It shall be the responsibility of the individual lot owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

Minimum living area for a ranch type house shall be 1390 square feet. Two car attached garage shall be required. The garage area shall not be included in the living area total square footage.

Minimum Square footage living area for a two-story type house shall be 1580 square feet. A two-car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a multi-level type house shall be 1615 square feet. A two-car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a bi-level type house shall be 1710 square feet. A two-car attached garage shall be required. The garage area shall not be included in the total living area.

A sidewalk no less than four (4) feet in width shall be required across that portion of a lot which is considered the frontage. Installation and maintenance of said sidewalk shall be the responsibility of the individual lot owners.

All houses shall have brick to grade.

All houses to have driveways and all driveways to be hard surface.

The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, at which time said covenants (or restrictions) shall be automatically extended for successive periods of ten(10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgement or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our Hands and Seals this 10th day of October, 1979.

SUNBLEST FARMS, INC.
12010 Allisonville Road
Noblesville, Indiana

Kenneth E. Thompson, President Deborah J. Shields, Secretary

STATE OF INDIANA) SS
COUNTY OF MARION)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Kenneth E. Thompson, President, and Deborah J. Shields, Secretary, and each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notarial seal this 10th day of October, 1979.
My commission expires January 27, 1980.

Joan Lummes NOTARY PUBLIC
Marion County Resident

CERTIFICATE OF SURVEY was prepared by John V. Schneider, Reg.
Land Surveyor - Indiana #S0115

COMMISSION CERTIFICATE

Under Authority provided by Chapter 174 - Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held April 25, 1980

FISHERS TOWN PLAN COMMISSION: Ray G. Holland, President
Susan W. Jones, Secretary

president and secretary respectively

SUNBLEST SEC

to, the undersigned, Sunblest Farms Inc., by Kenneth E. Thompson and Deborah J. Shields, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat. This subdivision shall be known and designated as Sunblest Farms, Section 36, an addition to the Town of Fishers. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground of various width as shown on this plat and marked "Easement", reserved for the use of utilities for the installation of water and sewer mains, surface drainage, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the utilities.

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance February 28, 1972, and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "for sale" signs shall be erected on any lot in this plat and no barn, stable or other out building housing domestic animals or poultry, except household pets, shall be permitted.

No trailer, tent, basement, garage or other out building erected in this plot shall at anytime be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge, not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by the property owner are at the risk of the property owners.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers Zoning Ordinance February 28, 1972, and any amendments thereto.

All fences shall be approved by the Sunblest Farms Home-Owners Association prior to construction.

All fences shall be no more than four (4) feet in height if said fence is within (20) feet of any side or rear lot line.

It shall be the responsibility of the individual lot owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

Minimum living area for a ranch type house shall be 1390 square feet. Two car attached garage shall be required. The garage area shall not be included in the living area total square footage.

Minimum square footage living area for a two story type house shall be 1500 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a multi-level type house shall be 1615 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a bi-level type house shall be 1710 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

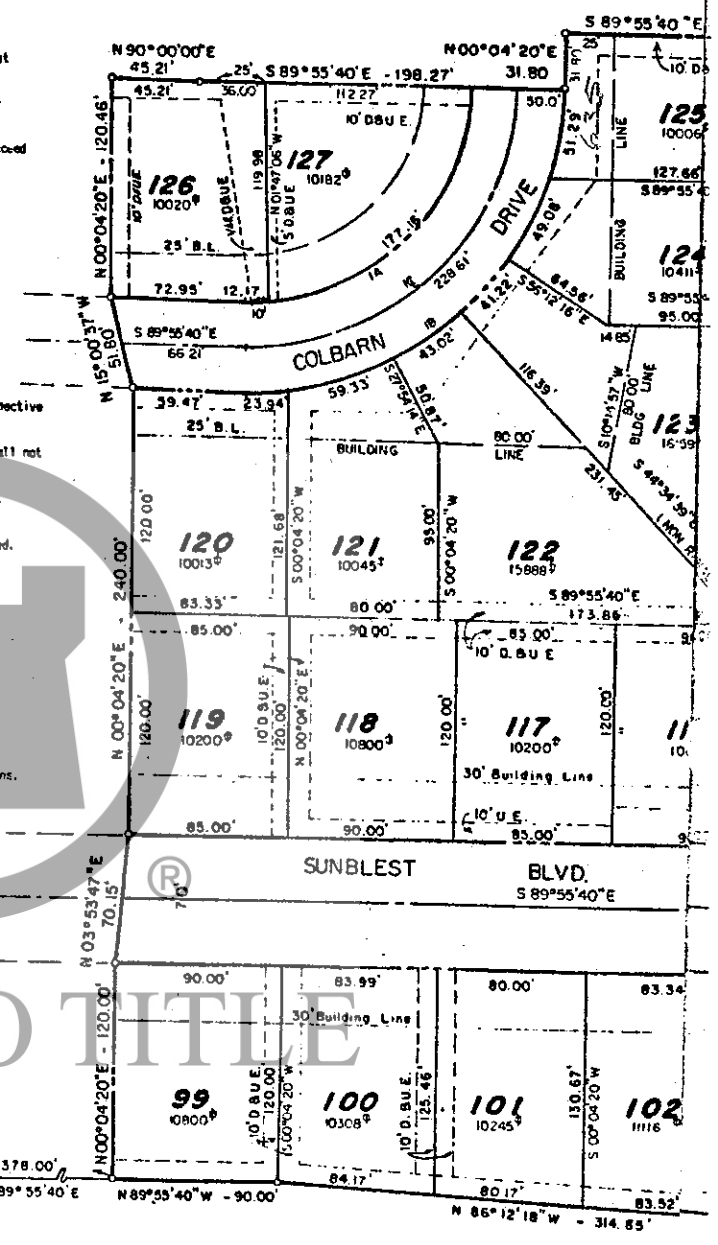
A sidewalk no less than four (4) feet in width shall be required across that portion of a lot which is considered the frontage. Installation and maintenance of said sidewalk shall be the responsibility of the individual lot owners.

All houses shall have brick to grade.

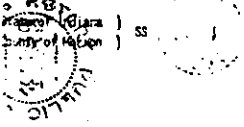
All houses to have driveways and all driveways to be hard surfaces.

The foregoing covenants (or restrictions) said to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, at which time said covenants (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.



Witness our Hands and Seals this 10th day of October, 1979



Sunblest Farms Inc.
12010 Allisonville Road
Noblesville, Indiana

Kenneth E. Thompson
KENNETH E. THOMPSON, President

Deborah J. Shields
DEBORAH J. SHIELDS, Secretary

Before me the undersigned Notary Public, in and for the County and State, personally appeared Kenneth E. Thompson, President and Deborah J. Shields, Secretary and each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notarial seal this 10th day of October, 1979.
My commission expires January 27, 1980.

NOTARY PUBLIC
Marion County Resident

CURVE DATA

CURVE	DELTA	R	L	LC	T
1, A	90 0 0.0	120.54	189.33	170.46	120.54
1, C/L	90 0 0.0	145.54	223.61	205.82	145.54
1, B	90 0 0.0	170.53	267.88	241.17	170.53

SW Corner South Line SW 1/4 E. 116th Street
SW 1/4 S 36, T 18N, R 4E
Section 36

FARMS

ION 4-C

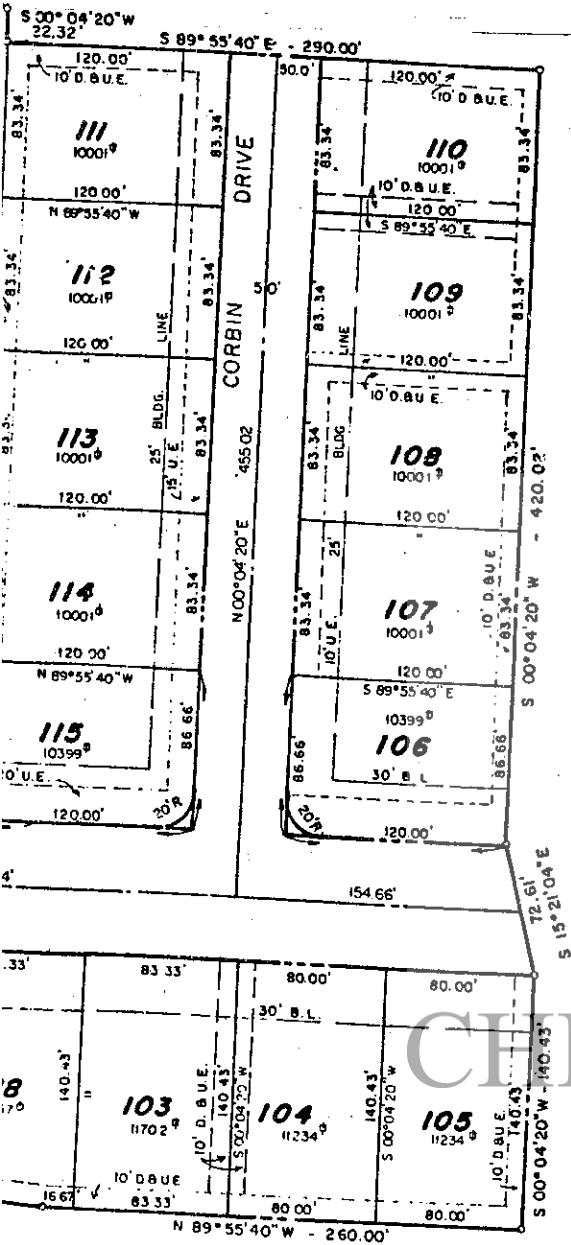
CERTIFICATE OF SURVEY

Part of the Southwest Quarter of Section 35, Township 18 North, Range 8 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the southwest corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 40 seconds East along the South line of the said Southwest Quarter Section 156.32 feet; thence North 00 degrees 02 minutes 28 seconds West along the East line and East line extended South of Sun-Blest Farms Unit 18, a Subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 6, pages 102-103 in the Office of the Recorder of Hamilton County, Indiana, 165.31 feet; thence North 26 degrees 57 minutes 32 seconds East along the said East line 56.11 feet; thence North 00 degrees 57 minutes 28 seconds East along the East line of Sun-Blest Farms Unit 18 and the East line recorded in Plat Book 7, Page 61, in the Office of the Recorder of Hamilton County, Indiana, the plat of which is recorded in Plat Book 6, pages 102-103 in the Office of the Recorder of Hamilton County, Indiana, 670.04 feet; thence South 89 degrees 55 minutes 40 seconds East along the South line of Sun-Blest Farms Unit 18 and parallel with the South line of the said Southwest Quarter Section 378.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION (the next five (5) described courses being continuous and contiguous with the East line of said Sun-Blest Farms Unit 18); thence North 00 degrees 04 minutes 20 seconds East 120.00 feet; thence North 02 degrees 53 minutes 47 seconds East 70.15 feet; thence North 00 degrees 04 minutes 20 seconds East 240.00 feet; thence North 15 degrees 00 minutes 20 seconds East 120.00 feet; thence North 00 degrees 04 minutes 20 seconds East 120.46 feet; thence North 90 degrees 00 minutes 00 seconds East 45.21 feet; thence South 89 degrees 55 minutes 40 seconds East parallel with the South line of the said Southwest Quarter Section 198.27 feet; thence North 00 degrees 04 minutes 20 seconds East 31.80 feet; thence South 89 degrees 55 minutes 40 seconds East, parallel with the said South line 120.00 feet; thence South 00 minutes 20 seconds West 22.32 feet; thence South 89 degrees 55 minutes 40 seconds East 72.61 feet; thence South 15 degrees 00 minutes 20 seconds West 140.43 feet; thence North 89 degrees 55 minutes 40 seconds West, parallel with the said South line 260.00 feet; thence North 86 degrees 12 minutes 18 seconds West 314.65 feet; thence North 89 degrees 55 minutes 40 seconds West, parallel with the said South line 90.00 feet to the POINT OF BEGINNING, containing 9.299 acres, more or less.

This subdivision consists of 10 lots numbered 99 through 108 both inclusive, together with streets, easements and public ways as shown on the within plat. The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

I, JOHN V. SCHNEIDER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON 10-12-79, THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THE LOCATION, SIZE, TYPE AND MATERIAL OF SAID MONUMENTS ARE ACCURATELY SHOWN.



ASSUMED NORTH SCALE: 1"=50'



John V. Schneider
JOHN V. SCHNEIDER
Reg. Land Surveyor-Indiana #50115

COMMISSION CERTIFICATE

Under Authority provided by Chapter 174- Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held April 25 1980

FISHERS TOWN PLAN COMMISSION:
Roy H. Holland
Susan J. Jones

8846

RECEIVED FOR RECORD
AT 11:30 O'CLOCK A.M.

APR 25 1980

BOOK 8 PAGE 79
Mary A. Clark
RECORDER HAMILTON COUNTY, INDIANA

DULY ENTERED FOR TAXATION

25 day April 1980
Barbara J. Jennings Auditor
Hamilton County

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that the within plat is true and correct and represents part of the Southeast Quarter of Section 35, Township 18 North, Range 4 East and part of the Southwest Quarter of Section 36, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 35; thence South 89 degrees 57 minutes 32 seconds West along the South line of the said Southeast Quarter Section 755.00 feet; thence North 00 degrees 16 minutes 42 seconds East along the West line and West line extended South of Sun-Blest Farms Unit 4-A, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 6, pages 102-103 in the Office of the Recorder of Hamilton County, Indiana, and parallel with the East line of the said Southeast Quarter Section 624.95 feet to the POINT OF BEGINNING OF THIS DESCRIPTION: thence North 00 degrees 16 minutes 42 seconds East 175.05 feet; thence North 89 degrees 43 minutes 18 seconds West 120.00 feet; thence North 04 degrees 23 minutes 10 seconds East 100.72 feet; thence North 12 degrees 36 minutes 04 seconds East 100.72 feet; thence North 20 degrees 49 minutes 00 seconds East 100.73 feet; thence North 29 degrees 01 minutes 56 seconds East 100.72 feet; thence North 37 degrees 14 minutes 50 seconds East 100.72 feet; thence North 45 degrees 27 minutes 46 seconds East 100.72 feet; thence North 50 degrees 14 minutes 40 seconds East 17.21 feet; thence North 50 degrees 55 minutes 04 seconds East 198.32 feet; thence North 00 degrees 02 minutes 28 seconds West 167.09 feet; thence North 03 degrees 57 minutes 45 seconds West 74.85 feet; thence North 00 degrees 02 minutes 28 seconds West 417.08 feet; thence South 83 degrees 37 minutes 31 seconds East 117.29 feet; thence North 50 degrees 54 minutes 11 seconds East 52.93 feet; thence South 52 degrees 07 minutes 34 seconds East 96.52 feet; thence South 76 degrees 13 minutes 24 seconds East 59.71 feet; thence South 48 degrees 16 minutes 35 seconds East 72.29 feet; thence North 66 degrees 24 minutes 18 seconds East 103.55 feet; thence South 69 degrees 20 minutes 39 seconds East 92.56 feet; thence South 45 degrees 20 minutes 58 seconds East 159.21 feet to a non-tangent 9.49313 degree curve to the right, the radius point of said curve being North 52 degrees 46 minutes 06 seconds West 603.55 feet from said point; thence Southwesterly along the said curve 27.63 feet to a point, the radius point of said curve being North 50 degrees 08 minutes 44 seconds West 603.55 feet from said point; thence South 50 degrees 08 minutes 44 seconds East 70.00 feet to a non-tangent 8.50654 degree curve to the right, the radius point of said curve being North 50 degrees 08 minutes 44 seconds West 673.55 feet from said point; thence Southwesterly along the said curve 84.75 feet to a point, the radius point of said curve being North 42 degrees 56 minutes 10 seconds West 673.55 feet from said point; thence South 00 degrees 00 minutes 00 seconds West 159.16 feet to a Northeasterly corner of Lot 78 in Sun-Blest Farms Unit 4-B, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 7 page 61 in the Office of the

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten year periods unless by the owners of a majority of lots in this plat these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by the property owner are at the risk of the property owners.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers Zoning Ordinance Nov. 15, 1972, and any amendments thereto.

All fences shall be approved by the Sunblest® Farms Home-owners Association prior to construction.

All fences shall be no more than four (4) feet in height if said fence is within (20) feet of any side or rear lot line.

It shall be the responsibility of the individual lot owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

Minimum living area for a ranch type house shall be 1600 square feet. Two car attached garage shall be required. The garage area shall not be included in the living area total square footage.

Minimum square footage living area for a two story type house shall be 1752 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a multi-level type house shall be 1568 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Kenneth E. Thompson - signed
Kenneth E. Thompson
President

Deborah J. Shields - signed
Deborah J. Shields
Secretary



CHICAGO TITLE

SUNBLEST FARMS SECTION 6-A

STATE OF INDIANA } S.S.
COUNTY OF MARION

Before me, the undersigned, a Notary Public in the for said County and State, personally appeared Sunblest Farms, Inc. of Indiana who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and, Notary Seal This, 27th day of Sept. 1919

James H. Thompson
NOTARY PUBLIC
Marion County, Indiana
My Commission Expires Jan 27 1920

COMMISSION CERTIFICATE

Under authority provided by chapter 174-655 of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at its meeting held

FISHERS TOWN PLAN COMMISSION

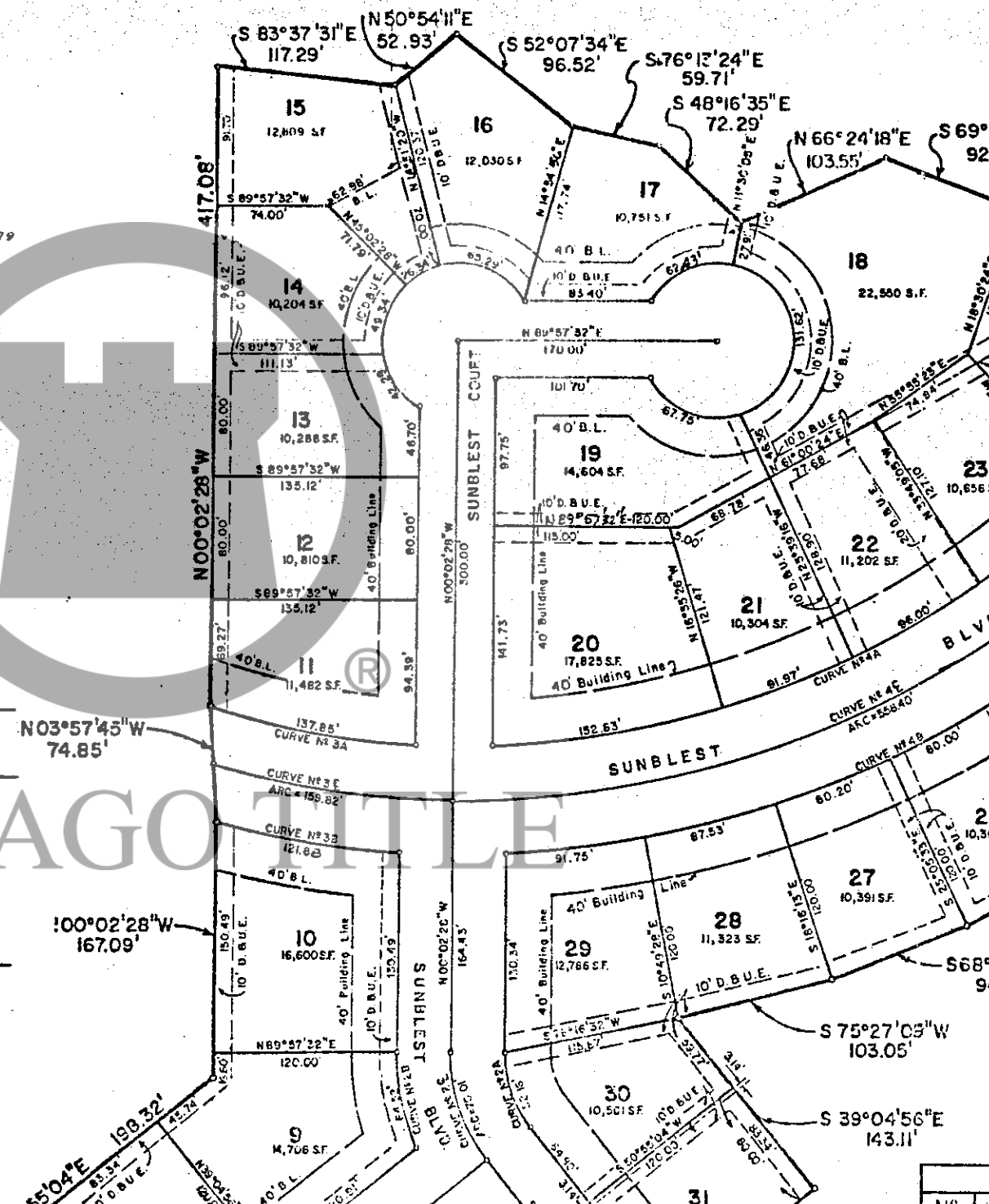
John D. ...
PRESIDENT
James H. ...
SECRETARY

OWNER AND SUBDIVIDER:

Sunblest Farms, Inc.

James H. Thompson
PRESIDENT
Robert J. Shields
SECRETARY

SEP 27 1919
7 1919



CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that the within plat is true and correct and represents part of the Southeast Quarter of Section 35, Township 18 North, Range 4 East and part of the Southwest Quarter of Section 36, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 35; thence South 89 degrees 57 minutes 32 seconds West along the South line of the said Southeast Quarter Section 755.00 feet; thence North 00 degrees 16 minutes 42 seconds East along the West line and West line extended South of Sun-Blest Farms Unit 4-A, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 6, pages 102-103 in the Office of the Recorder of Hamilton County, Indiana, and parallel with the East line of the said Southeast Quarter Section 624.95 feet to the POINT OF BEGINNING OF THIS DESCRIPTION: thence North 00 degrees 16 minutes 42 seconds East 175.05 feet; thence North 89 degrees 43 minutes 18 seconds West 120.00 feet; thence North 04 degrees 23 minutes 10 seconds East 100.72 feet; thence North 12 degrees 36 minutes 04 seconds East 100.72 feet; thence North 20 degrees 49 minutes 00 seconds East 100.73 feet; thence North 29 degrees 01 minutes 56 seconds East 100.72 feet; thence North 37 degrees 14 minutes 50 seconds East 100.72 feet; thence North 45 degrees 27 minutes 46 seconds East 100.72 feet; thence North 50 degrees 14 minutes 40 seconds East 17.21 feet; thence North 50 degrees 55 minutes 04 seconds East 198.32 feet; thence North 00 degrees 02 minutes 28 seconds West 167.09 feet; thence North 03 degrees 57 minutes 45 seconds West 74.85 feet; thence North 00 degrees 02 minutes 28 seconds West 417.08 feet; thence South 83 degrees 37 minutes 31 seconds East 117.29 feet; thence North 50 degrees 54 minutes 11 seconds East 52.93 feet; thence South 52 degrees 07 minutes 34 seconds East 96.52 feet; thence South 76 degrees 13 minutes 24 seconds East 59.71 feet; thence South 48 degrees 16 minutes 35 seconds East 72.29 feet; thence North 66 degrees 24 minutes 18 seconds East 103.55 feet; thence South 69 degrees 20 minutes 39 seconds East 92.56 feet; thence South 45 degrees 20 minutes 58 seconds East 159.21 feet to a non-tangent 9.49313 degree curve to the right, the radius point of said curve being North 52 degrees 46 minutes 06 seconds West 603.55 feet from said point; thence Southwesterly along the said curve 27.63 feet to a point, the radius point of said curve being North 50 degrees 08 minutes 44 seconds West 603.55 feet from said point; thence South 50 degrees 08 minutes 44 seconds East 70.00 feet to a non-tangent 8.50654 degree curve to the right, the radius point of said curve being North 50 degrees 08 minutes 44 seconds West 673.55 feet from said point; thence Southwesterly along the said curve 84.75 feet to a point, the radius point of said curve being North 42 degrees 56 minutes 10 seconds West 673.55 feet from said point; thence South 00 degrees 00 minutes 00 seconds West 159.16 feet to a Northeasterly corner of Lot 78 in Sun-Blest Farms Unit 4-B, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 7 page 61 in the Office of the

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten year periods unless by the owners of a majority of lots in this plat these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by the property owner are at the risk of the property owners.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers Zoning Ordinance Nov. 15, 1972, and any amendments thereto.

All fences shall be approved by the Sunblest® Farms Home-owners Association prior to construction.

All fences shall be no more than four (4) feet in height if said fence is within (20) feet of any side or rear lot line.

It shall be the responsibility of the individual lot owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

Minimum living area for a ranch type house shall be 1600 square feet. Two car attached garage shall be required. The garage area shall not be included in the living area total square footage.

Minimum square footage living area for a two story type house shall be 1752 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a multi-level type house shall be 1568 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Kenneth E. Thompson - signed
Kenneth E. Thompson
President

Deborah J. Shields - signed
Deborah J. Shields
Secretary



CHICAGO TITLE

SUNBLEST FARMS SECTION 6-A

STATE OF INDIANA } S.S.
COUNTY OF MARION }

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sunblest Farms, Inc. of Indiana who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notary Seal this 10th day of Sept, 1979

James H. [Signature] NOTARY PUBLIC
Marion County Resident
My Commission Expires Jan 27 1980

COMMISSION CERTIFICATE

Under authority provided by chapter 174 - acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held

FISHERS TOWN PLAN COMMISSION

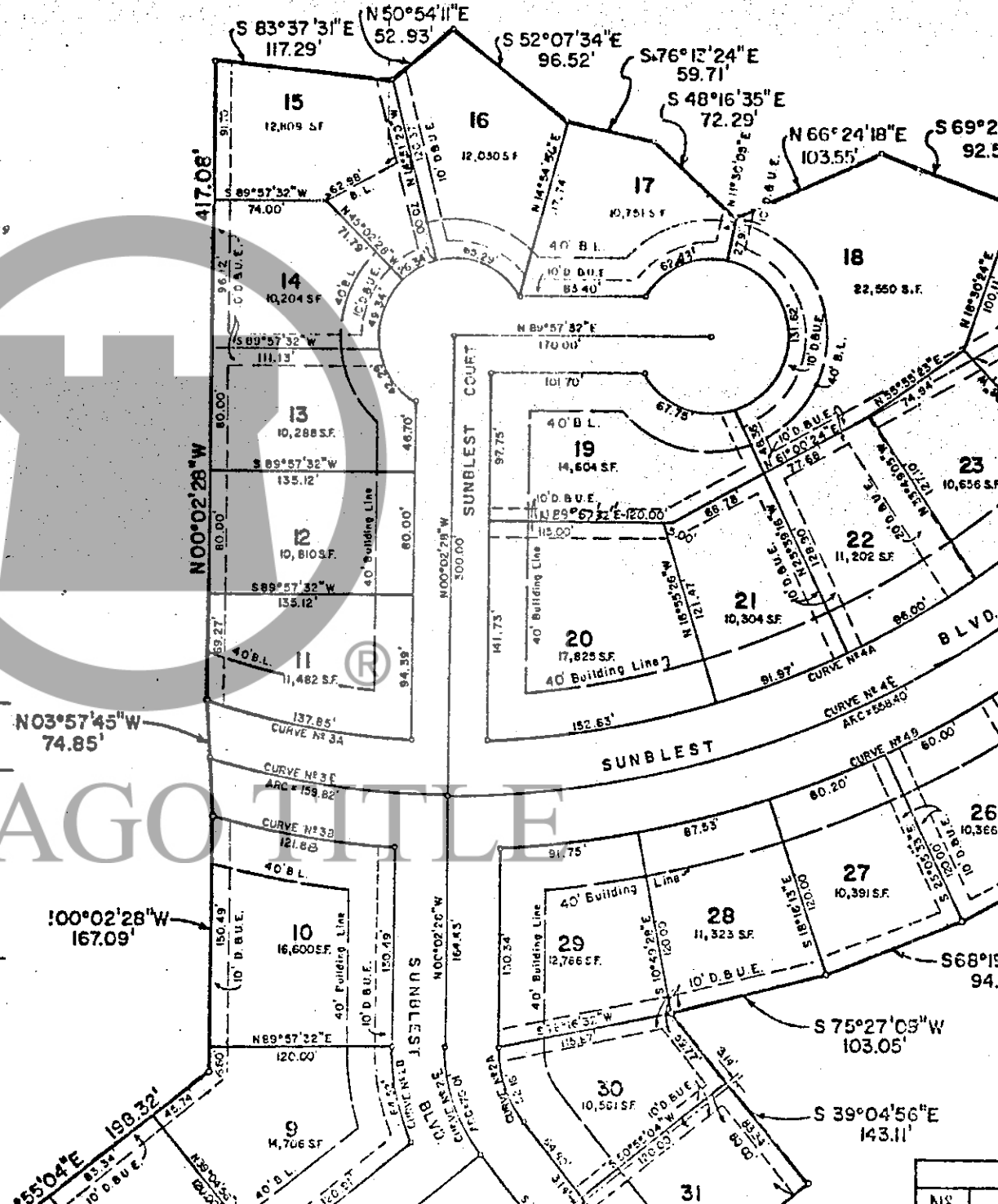
[Signature] PRESIDENT
[Signature] SECRETARY

OWNER AND SUBDIVIDER:

Sunblest Farms Inc.

[Signature]
ROBERT E. THOMPSON
PRESIDENT

[Signature]
LEONARD J. SHIELDS
SECRETARY



CHICAGO TITLE

SEP 27 1979
7:17

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that the within plat is true and correct and represents part of the Southeast Quarter of Section 35, Township 18 North, Range 4 East and part of the Southwest Quarter of Section 36, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 35; thence South 89 degrees 57 minutes 32 seconds West along the South line of the said Southeast Quarter Section 755.00 feet; thence North 00 degrees 16 minutes 42 seconds East along the West line and West line extended South of Sun-Blest Farms Unit 4-A, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 6, pages 102-103 in the Office of the Recorder of Hamilton County, Indiana, and parallel with the East line of the said Southeast Quarter Section 624.95 feet to the POINT OF BEGINNING OF THIS DESCRIPTION: thence North 00 degrees 16 minutes 42 seconds East 175.05 feet; thence North 89 degrees 43 minutes 18 seconds West 120.00 feet; thence North 04 degrees 23 minutes 10 seconds East 100.72 feet; thence North 12 degrees 36 minutes 04 seconds East 100.72 feet; thence North 20 degrees 49 minutes 00 seconds East 100.73 feet; thence North 29 degrees 01 minutes 56 seconds East 100.72 feet; thence North 37 degrees 14 minutes 50 seconds East 100.72 feet; thence North 45 degrees 27 minutes 46 seconds East 100.72 feet; thence North 50 degrees 14 minutes 40 seconds East 17.21 feet; thence North 50 degrees 55 minutes 04 seconds East 198.32 feet; thence North 00 degrees 02 minutes 28 seconds West 167.09 feet; thence North 03 degrees 57 minutes 45 seconds West 74.85 feet; thence North 00 degrees 02 minutes 28 seconds West 417.08 feet; thence South 83 degrees 37 minutes 31 seconds East 117.29 feet; thence North 50 degrees 54 minutes 11 seconds East 52.93 feet; thence South 52 degrees 07 minutes 34 seconds East 96.52 feet; thence South 76 degrees 13 minutes 24 seconds East 59.71 feet; thence North 48 degrees 16 minutes 35 seconds East 72.29 feet; thence North 66 degrees 24 minutes 18 seconds East 103.55 feet; thence South 69 degrees 20 minutes 39 seconds East 92.56 feet; thence South 45 degrees 20 minutes 58 seconds East 159.21 feet to a non-tangent 9.49313 degree curve to the right, the radius point of said curve being North 52 degrees 46 minutes 06 seconds West 603.55 feet from said point; thence Southwesterly along the said curve 27.63 feet to a point, the radius point of said curve being North 50 degrees 08 minutes 44 seconds West 603.55 feet from said point; thence South 50 degrees 08 minutes 44 seconds East 70.00 feet to a non-tangent 8.50654 degree curve to the right, the radius point of said curve being North 50 degrees 08 minutes 44 seconds West 673.55 feet from said point; thence Southwesterly along the said curve 84.75 feet to a point, the radius point of said curve being North 42 degrees 56 minutes 10 seconds West 673.55 feet from said point; thence South 00 degrees 00 minutes 00 seconds West 159.16 feet to a Northeasterly corner of Lot 78 in Sun-Blest Farms Unit 4-B, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 7 page 61 in the Office of the

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Kenneth E. Thompson - signed
Kenneth E. Thompson
President

Deborah J. Shields - signed
Deborah J. Shields
Secretary



CHICAGO TITLE

SUNBLEST FARMS SECTION 6-A

STATE OF INDIANA } S.S.
COUNTY OF MARION }

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NOTARY PUBLIC
Marion County Resident
My Commission Expires Jan 27 1980

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Under authority provided by chapter 174 - acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held

FISHERS TOWN PLAN COMMISSION

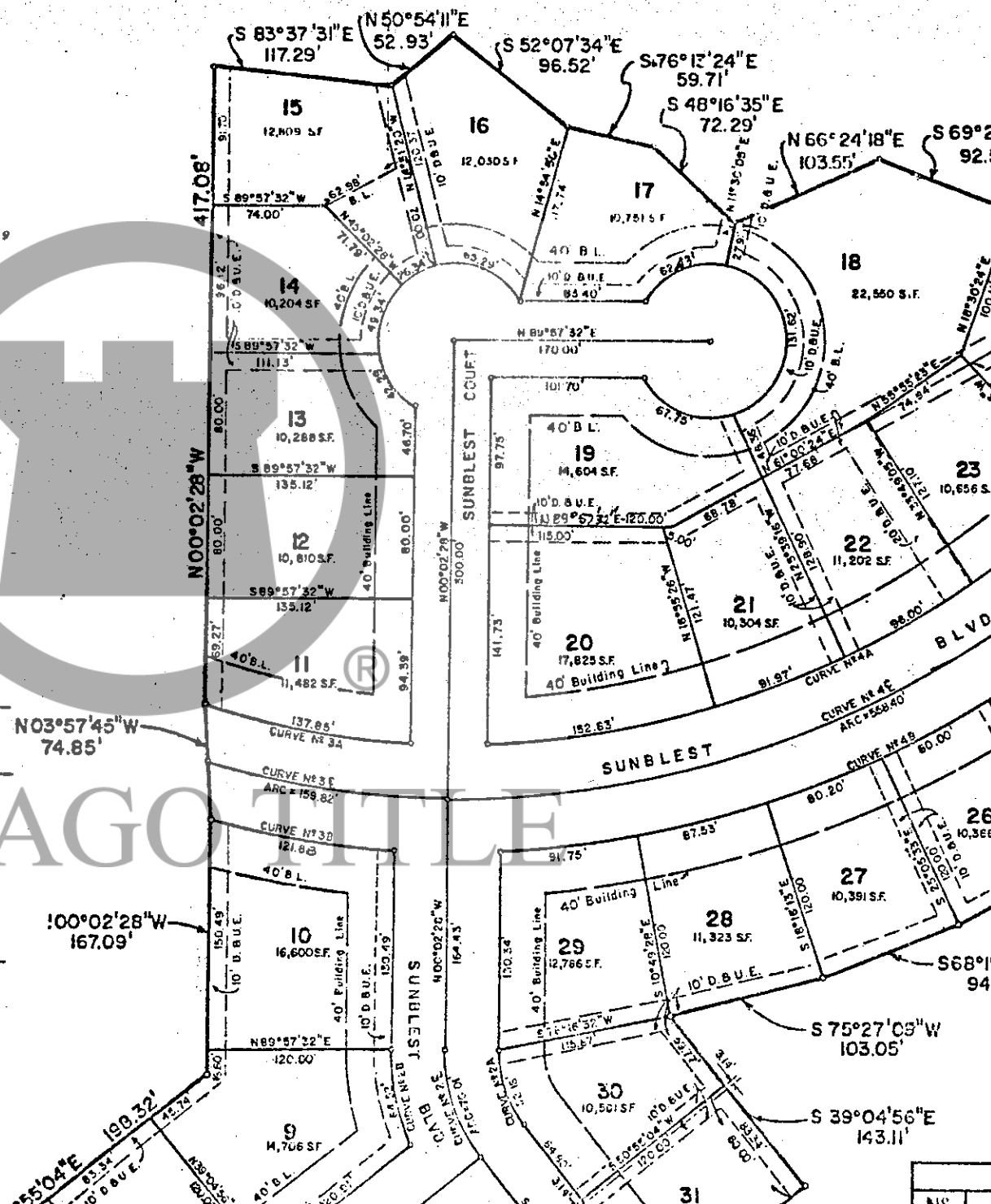
[Signature]
PRESIDENT
[Signature]
SECRETARY

OWNER AND SUBDIVIDER:

Sunblest Farms Inc.

[Signature]
KENNETH C. THOMPSON
PRESIDENT

[Signature]
MURRAY J. SHIELDS
SECRETARY



SEP 27 1979
7:17

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that the within plat is true and correct and represents part of the Southeast Quarter of Section 35, Township 18 North, Range 4 East and part of the Southwest Quarter of Section 36, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 35; thence South 89 degrees 57 minutes 32 seconds West along the South line of the said Southeast Quarter Section 755.00 feet; thence North 00 degrees 16 minutes 42 seconds East along the West line and West line extended South of Sun-Blest Farms Unit 4-A, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 6, pages 102-103 in the Office of the Recorder of Hamilton County, Indiana, and parallel with the East line of the said Southeast Quarter Section 624.95 feet to the POINT OF BEGINNING OF THIS DESCRIPTION: thence North 00 degrees 16 minutes 42 seconds East 175.05 feet; thence North 89 degrees 43 minutes 18 seconds West 120.00 feet; thence North 04 degrees 23 minutes 10 seconds East 100.72 feet; thence North 12 degrees 36 minutes 04 seconds East 100.72 feet; thence North 20 degrees 49 minutes 00 seconds East 100.73 feet; thence North 29 degrees 01 minutes 56 seconds East 100.72 feet; thence North 37 degrees 14 minutes 50 seconds East 100.72 feet; thence North 45 degrees 27 minutes 46 seconds East 100.72 feet; thence North 50 degrees 14 minutes 40 seconds East 17.21 feet; thence North 50 degrees 55 minutes 04 seconds East 198.32 feet; thence North 00 degrees 02 minutes 28 seconds West 167.09 feet; thence North 03 degrees 57 minutes 45 seconds West 74.85 feet; thence North 00 degrees 02 minutes 28 seconds West 417.08 feet; thence South 83 degrees 37 minutes 31 seconds East 117.29 feet; thence North 50 degrees 54 minutes 11 seconds East 52.93 feet; thence South 52 degrees 07 minutes 34 seconds East 96.52 feet; thence South 76 degrees 13 minutes 24 seconds East 59.71 feet; thence South 48 degrees 16 minutes 35 seconds East 72.29 feet; thence North 66 degrees 24 minutes 18 seconds East 103.55 feet; thence South 69 degrees 20 minutes 39 seconds East 92.56 feet; thence South 45 degrees 20 minutes 58 seconds East 159.21 feet to a non-tangent 9.49313 degree curve to the right, the radius point of said curve being North 52 degrees 46 minutes 06 seconds West 603.55 feet from said point; thence Southwesterly along the said curve 27.63 feet to a point, the radius point of said curve being North 50 degrees 08 minutes 44 seconds West 603.55 feet from said point; thence South 50 degrees 08 minutes 44 seconds East 70.00 feet to a non-tangent 8.50654 degree curve to the right, the radius point of said curve being North 50 degrees 08 minutes 44 seconds West 673.55 feet from said point; thence Southwesterly along the said curve 84.75 feet to a point, the radius point of said curve being North 42 degrees 56 minutes 10 seconds West 673.55 feet from said point; thence South 00 degrees 00 minutes 00 seconds West 159.16 feet to a Northeasterly corner of Lot 78 in Sun-Blest Farms Unit 4-B, a subdivision in Hamilton County, Indiana, the plat of which is recorded In Plat Book 7 page 61 in the Office of the

Recorder of Hamilton County, Indiana, (the next fifteen described courses being continuous and contiguous with the East line of Sun-Blest Farms Unit 4-B); thence South 61 degrees 30 minutes 06 seconds West 44.94 feet; thence South 61 degrees 30 minutes 17 seconds West 94.20 feet; thence South 68 degrees 19 minutes 07 seconds West 94.43 feet; thence South 75 degrees 27 minutes 09 seconds West 103.05 feet; thence South 39 degrees 04 minutes 56 seconds East 143.11 feet; thence South 50 degrees 55 minutes 04 seconds West 120.00 feet; thence South 45 degrees 19 minutes 34 seconds West 70.34 feet; thence South 50 degrees 55 minutes 04 seconds West 269.90 feet; thence South 49 degrees 48 minutes 43 seconds West 15.17 feet; thence South 43 degrees 33 minutes 43 seconds West 70.49 feet; thence South 33 degrees 16 minutes 25 seconds West 70.49 feet; thence South 22 degrees 59 minutes 09 seconds West 70.49 feet; thence South 12 degrees 41 minutes 51 seconds West 70.49 feet; thence South 03 degrees 54 minutes 58 seconds West 49.88 feet; thence South 00 degrees 16 minutes 42 seconds West 173.99 feet to the North line of said Sun-Blest Farms Unit 4-A; thence South 89 degrees 57 minutes 32 seconds West along the North line of said Sun-Blest Farms Unit 4-A and parallel with the South line of the said Southeast Quarter Section, 190.00 feet to the POINT OF BEGINNING; containing 14.777 acres, more or less.

This subdivision consists of 41 lots number 1 through 41, both inclusive, together with streets, easements and common areas as shown hereon.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

COVENANTS and RESTRICTIONS

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana Zoning Ordinance Nov. 15, 1972, and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "for sale" signs shall be erected on any lot in this plat and no barn, stable or other out building housing domestic animals or poultry, except household pets, shall be permitted.

No trailer, tent, basement, garage or other out buildings erected in this plot shall at anytime be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge, not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten year periods unless by the owners of a majority of lots in this plat these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by the property owner are at the risk of the property owners.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers Zoning Ordinance Nov. 15, 1972, and any amendments thereto.

All fences shall be approved by the Sunblest Farms Home-owners Association prior to construction.

All fences shall be no more than four (4) feet in height if said fence is within (20) feet of any side or rear lot line.

It shall be the responsibility of the individual lot owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

Minimum living area for a ranch type house shall be 1600 square feet. Two car attached garage shall be required. The garage area shall not be included in the living area total square footage.

Minimum square footage living area for a two story type house shall be 1752 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a multi-level type house shall be 1568 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a Bi-level type house shall be 1710 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

A sidewalk no less than four (4) feet in width shall be required across that portion at a lot which is considered the frontage. Installation and maintenance of said sidewalk shall be the responsibility of the individual lot owners.

All houses shall have brick to grade.

The streets shown and not heretofore dedicated are hereby dedicated to the public.

Certificate of Survey was by: John V. Schneider - signed
John V. Schneider
Reg. Land Surveyor-Indiana #S0115

STATE OF INDIANA) S.S.
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in the for said County and State, personally appeared Sunblest Farms, Inc. of Indiana who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notary Seal this 12th day of Sept. 1979.

Joan Lummes NOTARY PUBLIC
Marion County Resident



My Commission Expires Jan. 27, 1980

COMMISSION CERTIFICATE

CHICAGO TITLE

Under authority provided by Chapter 174- acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held _____

FISHERS TOWN PLAN COMMISSION

Stephen T. Crickmore
President

Susan W. Jones
Secretary

OWNER AND SUBDIVIDER:
Sunblest Farms, Inc.

Kenneth E. Thompson - signed
Kenneth E. Thompson
President

Deborah J. Shields - signed
Deborah J. Shields
Secretary



CHICAGO TITLE

Entry No.

Page No.

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that the within plat is true and correct and represents part of the Southeast Quarter of Section 35, Township 18 North, Range 4 East and part of the Southwest Quarter of Section 36, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 35; thence South 89 degrees 57 minutes 32 seconds West along the South line of the said Southeast Quarter Section 755.00 feet; thence North 00 degrees 16 minutes 42 seconds East along the West line and West line extended South of Sun-Blest Farms Unit 4-A, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 6, pages 102-103 in the Office of the Recorder of Hamilton County, Indiana, and parallel with the East line of the said Southeast Quarter Section 624.95 feet to the POINT OF BEGINNING OF THIS DESCRIPTION: thence North 00 degrees 16 minutes 42 seconds East 175.05 feet; thence North 89 degrees 43 minutes 18 seconds West 120.00 feet; thence North 04 degrees 23 minutes 10 seconds East 100.72 feet; thence North 12 degrees 36 minutes 04 seconds East 100.72 feet; thence North 20 degrees 49 minutes 00 seconds East 100.73 feet; thence North 29 degrees 01 minutes 56 seconds East 100.72 feet; thence North 37 degrees 14 minutes 50 seconds East 100.72 feet; thence North 45 degrees 27 minutes 46 seconds East 100.72 feet; thence North 50 degrees 14 minutes 40 seconds East 17.21 feet; thence North 50 degrees 55 minutes 04 seconds East 198.32 feet; thence North 00 degrees 02 minutes 28 seconds West 167.09 feet; thence North 03 degrees 57 minutes 45 seconds West 74.85 feet; thence North 00 degrees 02 minutes 28 seconds West 417.08 feet; thence South 83 degrees 37 minutes 31 seconds East 117.29 feet; thence North 50 degrees 54 minutes 11 seconds East 52.93 feet; thence South 52 degrees 07 minutes 34 seconds East 96.52 feet; thence South 76 degrees 13 minutes 24 seconds East 59.71 feet; thence South 48 degrees 16 minutes 35 seconds East 72.29 feet; thence North 66 degrees 24 minutes 18 seconds East 103.55 feet; thence South 69 degrees 20 minutes 39 seconds East 92.56 feet; thence South 45 degrees 20 minutes 58 seconds East 159.21 feet to a non-tangent 9.49313 degree curve to the right, the radius point of said curve being North 52 degrees 46 minutes 06 seconds West 603.55 feet from said point; thence Southwesterly along the said curve 27.63 feet to a point, the radius point of said curve being North 50 degrees 08 minutes 44 seconds West 603.55 feet from said point; thence South 50 degrees 08 minutes 44 seconds East 70.00 feet to a non-tangent 8.50654 degree curve to the right, the radius point of said curve being North 50 degrees 08 minutes 44 seconds West 673.55 feet from said point; thence Southwesterly along the said curve 84.75 feet to a point, the radius point of said curve being North 42 degrees 56 minutes 10 seconds West 673.55 feet from said point; thence South 00 degrees 00 minutes 00 seconds West 159.16 feet to a Northeasterly corner of Lot 78 in Sun-Blest Farms Unit 4-B, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 7 page 61 in the Office of the

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 1992, at which time said covenants and restrictions are automatically extended for successive ten year periods unless by the owners of a majority of lots in this plat these covenants and restrictions are amended or terminated in writing.

The covenants and restrictions shall be enforceable by injunction and otherwise by grantors its successors and assigns.

Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by the property owner are at the risk of the property owners.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers Zoning Ordinance Nov. 15, 1972, and any amendments thereto.

All fences shall be approved by the Sunblest® Farms Home-owners Association prior to construction.

All fences shall be no more than four (4) feet in height if said fence is within (20) feet of any side or rear lot line.

It shall be the responsibility of the individual lot owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

Minimum living area for a ranch type house shall be 1600 square feet. Two car attached garage shall be required. The garage area shall not be included in the living area total square footage.

Minimum square footage living area for a two story type house shall be 1752 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a multi-level type house shall be 1568 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Kenneth E. Thompson - signed
Kenneth E. Thompson
President

Deborah J. Shields - signed
Deborah J. Shields
Secretary



CHICAGO TITLE

SUNBLEST FARMS SECTION 6-A

STATE OF INDIANA } S.S.
COUNTY OF MARION }

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sunblest Farms, Inc. of Indiana who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notary Seal this 17th day of Sept, 1979

James H. Thompson NOTARY PUBLIC
Marion County Resident
My Commission Expires Jan 27 1980

COMMISSION CERTIFICATE

Under authority provided by chapter 174 - acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held

FISHERS TOWN PLAN COMMISSION

[Signature] PRESIDENT
[Signature] SECRETARY

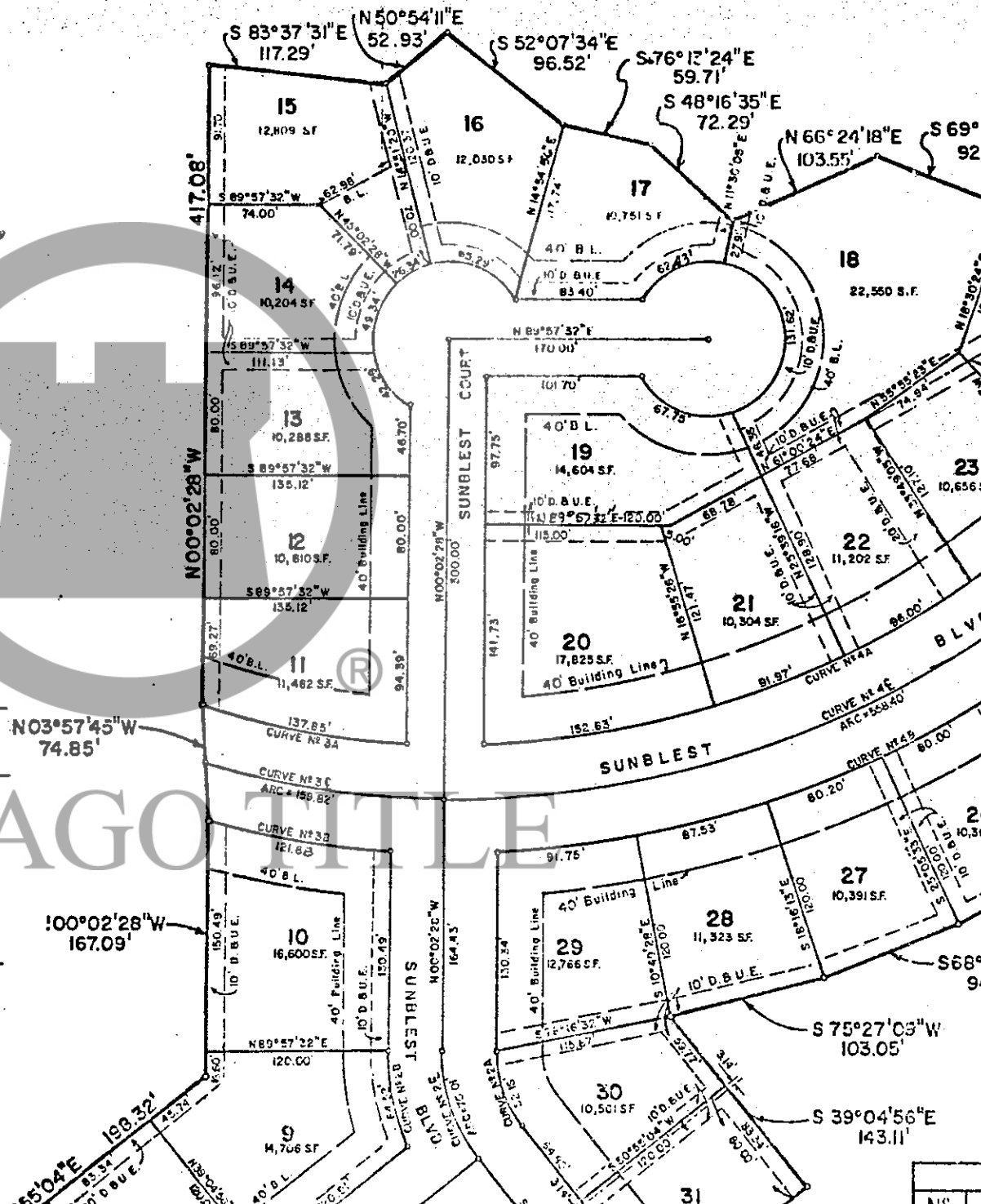
OWNER AND SUBDIVIDER:

Sunblest Farms Inc.

[Signature]
JAMES H. THOMPSON
PRESIDENT

[Signature]
LEONARD J. SHIELDS
SECRETARY

SEP 27 1979
17 Sept 1979



SUNBLEST FARMS SECTION 6-A

STATE OF INDIANA } S.S.
COUNTY OF MARION

Before me, the undersigned, a Notary Public in the for said County and State, personally appeared Sunblest Farms, Inc of Indiana who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notary Seal this, 16th day of Sept, 1979

James H. Thompson NOTARY PUBLIC
Marion County Resident
My Commission Expires Jan 27 1980

COMMISSION CERTIFICATE

Under authority provided by chapter 174- acts of 1947, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held

FISHERS TOWN PLAN COMMISSION

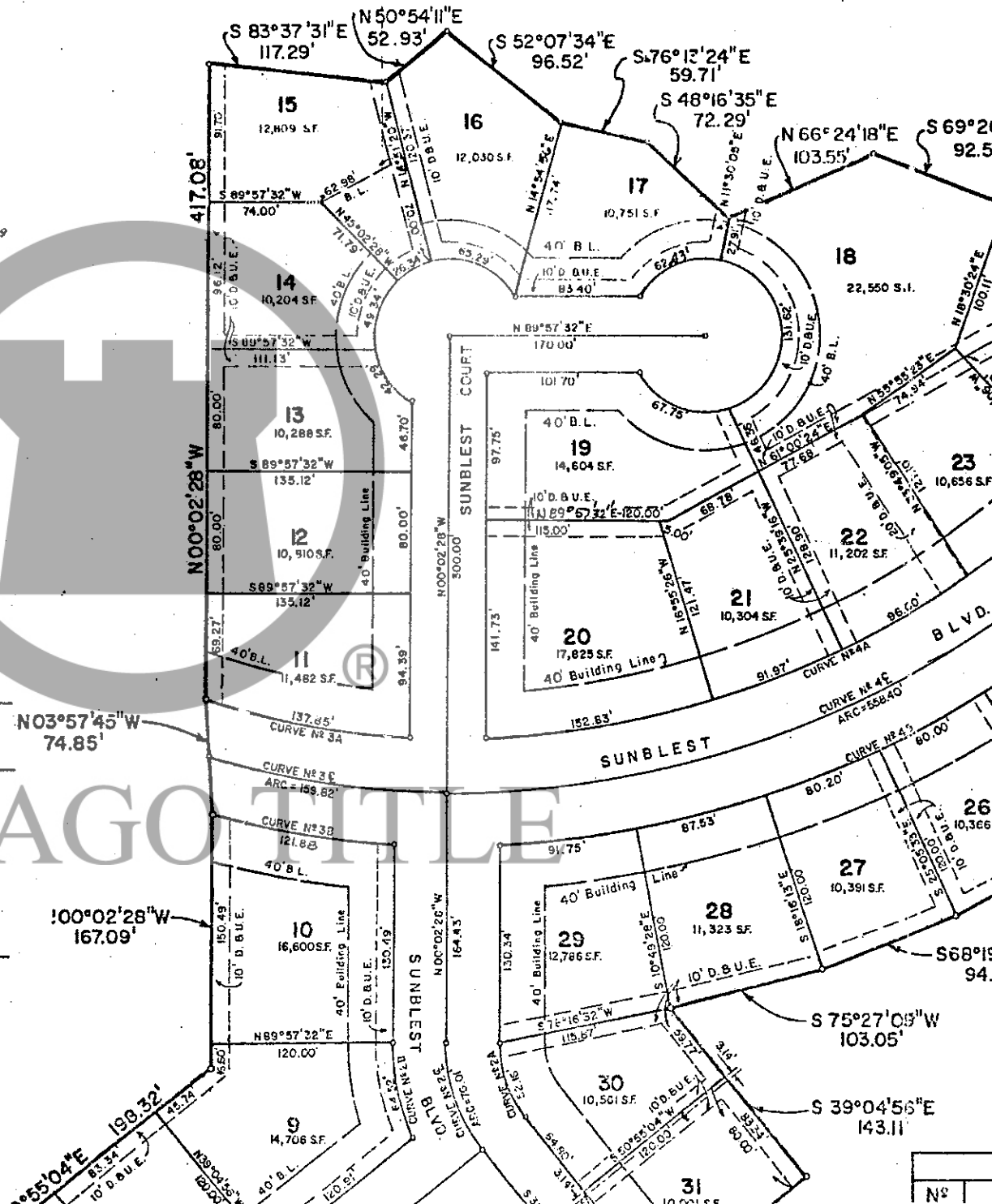
John B. [Signature] PRESIDENT
Laura J. [Signature] SECRETARY

OWNER AND SUBDIVIDER:

Sunblest Farms Inc.

James H. Thompson
KENNETH E. THOMPSON
PRESIDENT

Deborah J. Shields
DEBORAH J. SHIELDS
SECRETARY



13451
RECORDED ON RECORD
SEP 27 1979
BOOK 7 PAGE 174

N°

SUNBLEST FARMS SECTION 7
Plat Book 8 pages 62-63
Recorded January 14, 1980

Entry No.

Page No.

I, the undersigned, hereby certify that the within plat is true and correct and represents part of the Southeast Quarter of Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Beginning at a point on the South line of the said Southeast Quarter Section South 89 degrees 57 minutes 32 seconds West 755.00 feet from the Southeast corner of the said Southeast Quarter Section; thence South 89 degrees 57 minutes 32 seconds West along the said South line 125.00 feet; thence North 00 degrees 16 minutes 42 seconds East, parallel with the East line of the said Southeast Quarter Section, 800.70 feet; thence South 89 degrees 43 minutes 18 seconds East along the South line and South line extended West of Lot numbered 1 in "Sunblest Farms Section 6-A", a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 7 pages 174-175, in the Office of the Recorder of Hamilton County, Indiana, 125.00 feet; thence South 00 degrees 16 minutes 42 seconds West along a Westerly line of the said "Sunblest Farms Section 6-A" and parallel with the East line of the said Southeast Quarter Section 175.05 feet to the Northwest corner of "Sun-Blest Farms Unit 4-A", a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 6, pages 102-103 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 16 minutes 42 seconds West along the West line and West line extended South of said "Sun-Blest Farms Unit 4-A" and parallel with the East line of the said Southeast Quarter Section 624.95 feet to the POINT OF BEGINNING. Containing 2.297 acres more or less.

This subdivision consists of 9 lots, numbered 1 through 9, both inclusive, together with streets, easements and public ways as shown on the within plat.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

"I, John V. Schneider, hereby certify that I am a registered Land Surveyor, licensed in compliance with the laws of the State of Indiana; that this plat correctly represents a survey completed by me on the 23rd of November, 1979; that all the monuments shown thereon actually exist; and that the location, size, type and material of said monuments are accurately shown."

JOHN V. SCHNEIDER
Reg. Land Surveyor - Indiana #SD115

COMMISSION CERTIFICATE

Under Authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held Jan. 9, 1980.

FISHERS TOWN PLAN COMMISSION

President: Roy G. Hollund Secretary: Susan W. Jones

Noblesville Title and Abstract Company
Noblesville, Indiana

COVENANTS AND RESTRICTIONS

The undersigned, Sunblest Farms, Inc., by Kenneth E. Thompson and Deborah J. Shields, president and secretary, respectively, owners of the real estate shown and described herein, does hereby certify that it has laid off, platted and subdivided, and does thereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as Sunblest Farms, Section 7, an Addition to the Town of Fishers. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground of various width as shown on this plat and marked "Easement," reserved for the use of utilities for the installation of water and sewer mains, surface drainage, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of utilities.

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance February 28, 1972, and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "for sale" signs shall be erected on any lot in this plat and no barn, stable or other out building housing domestic animals or poultry, except household pets shall be permitted.

No trailer, tent, basement, garage or other out building erected in this plot shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge, not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by the property owner are at the risk of the property owners.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers Zoning Ordinance February 28, 1972, and any amendments thereto.

All fences shall be approved by the Sunblest Farms Home-Owners Association prior to construction.

All fences shall be no more than four (4) feet in height if said fence is within (20) feet of any side or rear lot line.

It shall be the responsibility of the individual lot owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

Minimum living area for a ranch type house shall be 1390 square feet. Two-car attached garage shall be required. The garage area shall not be included in the living area total square footage.

Minimum square footage living area for a two-story type house shall be 1580 square feet. A two-car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a multi-level type house shall be 1615 square feet. A two-car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a bi-level type house shall be 1710 square feet. A two-car attached garage shall be required. The garage area shall not be included in the total living area.

A sidewalk no less than four (4) feet in width shall be required across that portion of a lot which is considered the frontage. Installation and maintenance of said sidewalk shall be the responsibility of the individual lot owners.

All houses to have driveways and all driveways to be hard surface.

The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, at which time said covenants (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions by judgement or court order shall in

no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our Hands and Seals this 9th day of January, 1980.

SUNBLEST FARMS INC.
12010 Allisonville Road
Noblesville, Indiana

Kenneth E. Thompson, President Deborah J. Shields, Secretary

STATE OF INDIANA)
) SS
COUNTY OF HAMILTON)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Kenneth E. Thompson, President and Deborah J. Shields, Secretary and each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notarial seal this 9th day of January, 1980.

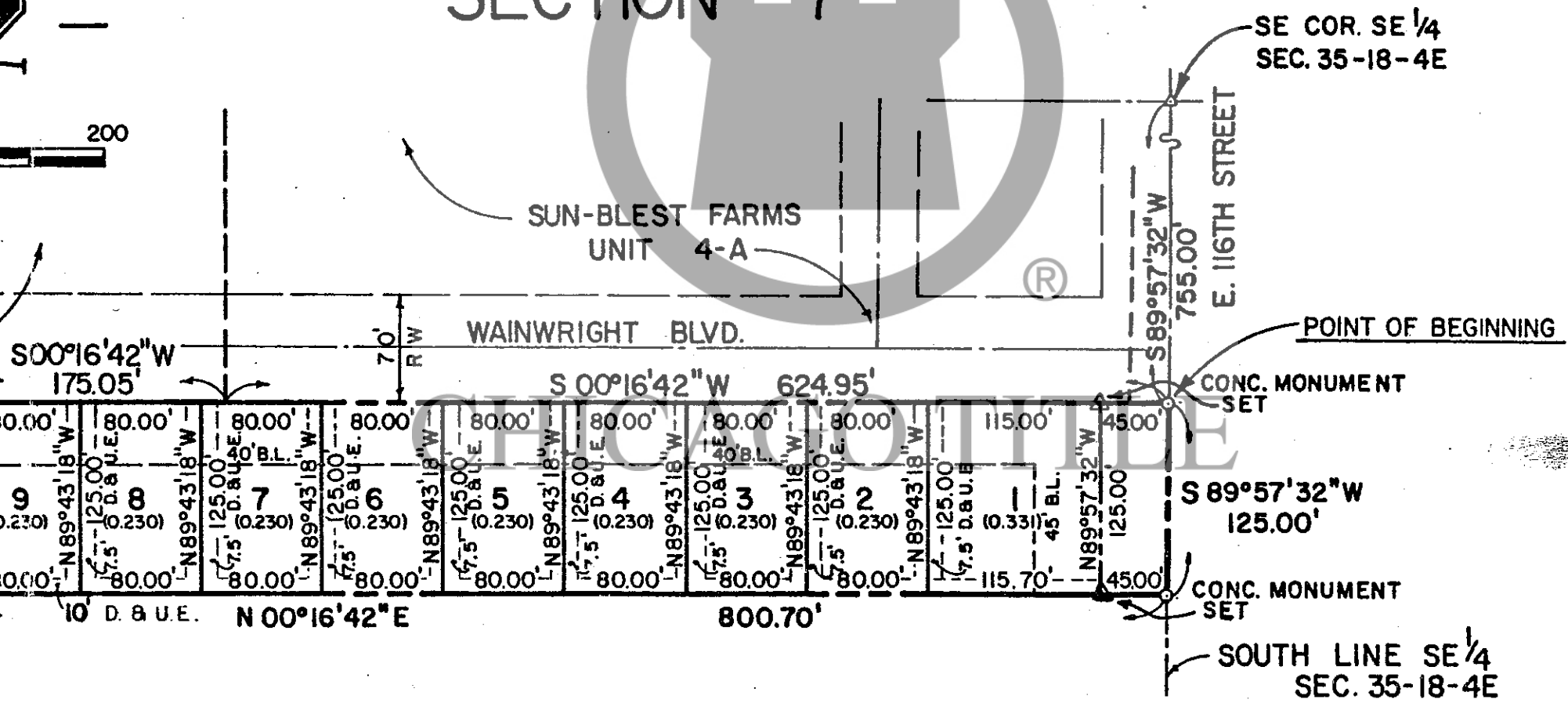
My commission expires 1-8-83.

NOTARY PUBLIC: Susan W. Jones

CHICAGO TITLE

SUNBLEST FARMS

SECTION 7



I, the undersigned, hereby certify that the within plat is true and correct and represents part of the Southeast Quarter and part of the Northeast Quarter of Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the said Southeast Quarter Section: thence South 89 degrees 57 minutes 32 seconds West (Assumed Bearing) along the South line of the said Southeast Quarter Section 2086.04 feet to the centerline of Allisonville Road (S.R. 37A) per Indiana State Highway plans for Project 297-Sheet No. 7 and 8 and dated 1938 and a curve having a radius of 79,947.599 feet, the radius point of which bears North 74 degrees 30 minutes 06.9 seconds West, thence Northerly along the said curve and centerline 500.43 feet to a point which bears South 74 degrees 51 minutes 38 seconds East from said radius point; thence North 15 degrees 08 minutes 22 seconds East along the said centerline 1517.10 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence North 15 degrees 08 minutes 22 seconds East along the said centerline 882.76 feet; thence South 84 degrees 00 minutes 00 seconds East 408.08 feet; thence South 43 degrees 00 minutes 00 seconds East 76.45 feet; thence South 33 degrees 14 minutes 21 seconds West 61.60 feet; thence South 27 degrees 01 minutes 58 seconds West 67.65 feet; thence South 02 degrees 57 minutes 34 seconds East 135.84 feet; thence North 36 degrees 16 minutes 43 seconds East 152.31 feet; thence South 42 degrees 20 minutes 06 seconds East 84.86 feet; thence South 03 degrees 55 minutes 11 seconds East 39.01 feet; thence South 29 degrees 30 minutes 38 seconds East 57.86 feet; thence South 11 degrees 38 minutes 30 seconds West 55.75 feet; thence South 29 degrees 26 minutes 01 seconds East 75.44 feet; thence South 16 degrees 26 minutes 31 seconds East 96.46 feet; thence South 58 degrees 18 minutes 32 seconds East 66.30 feet; thence North 74 degrees 57 minutes 48 seconds East 44.52 feet; thence South 22 degrees 06 minutes 32 seconds East 65.88 feet; thence South 85 degrees 57 minutes 18 seconds East 79.26 feet; thence North 76 degrees 47 minutes 24 seconds East 30.11 feet to the Northwest corner of Sunblest Farms Section 6-A, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 7, pages 174 and 175 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 02 minutes 28 seconds East along the West line of said Sunblest Farms Section 6-A 417.08 feet; thence South 03 degrees 57 minutes 45 seconds East along the said West line 74.85 feet; thence South 00 degrees 02 minutes 28 seconds East along the said West line 167.09 feet; thence North 74 degrees 28 minutes 13 seconds West 401.84 feet; thence North 47 degrees 11 minutes 45 seconds West 368.22 feet; thence North 74 degrees 51 minutes 38 seconds West 459.40 feet to the POINT OF BEGINNING, containing 19.692 acres, more or less.

This subdivision consists of 37 lots, numbered 1 through 37, both inclusive, together with streets, easements and public ways as shown on the within plat.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

"I, John V. Schneider, hereby certify that I am a registered Land Surveyor, licensed in compliance with the laws of the State of Indiana, that this plat correctly represents a survey completed by me on 1-9-1980 that all the monuments shown thereon actually exist and that the location, size, type and material of said monuments are accurately shown".

John V. Schneider
Registered Land Surveyor -
Indiana #S0115

COMMISSION CERTIFICATE

Under Authority provided by Chapter 174-Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held March 12, 1980.

FISHERS TOWN PLAN COMMISSION

Roy G. Holland, President

Susan W. Jones, Secretary

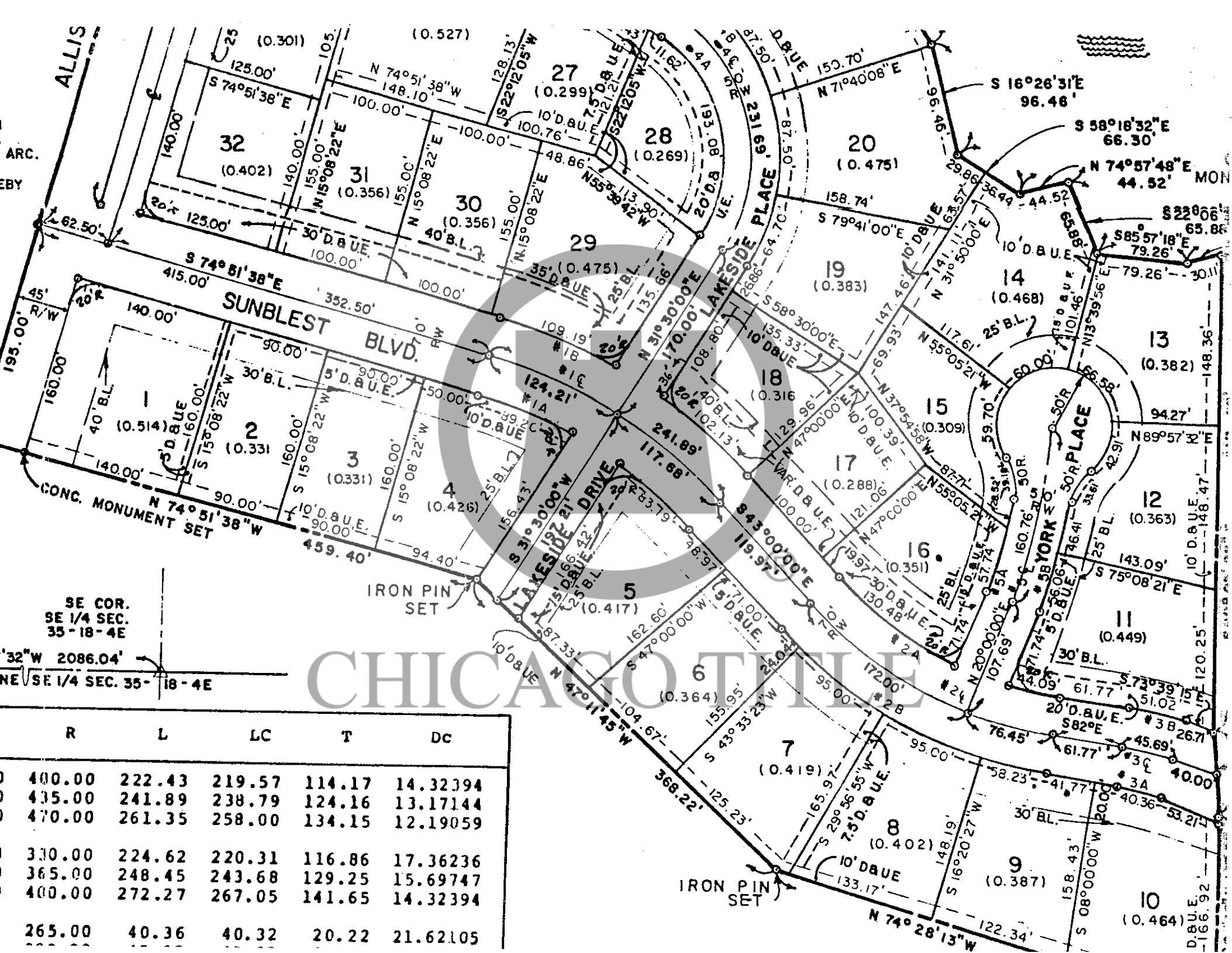
COVENANTS AND RESTRICTIONS

The undersigned, Sunblest Farms Inc., by Kenneth E. Thompson and Deborah J. Shields, President and Secretary respectively, owner of said real estate shown and described herein, does hereby certify that it has laid off, platted and subdivided, and does thereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as Sunblest Farms, Section 9, an Addition to the Town of Fishers. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground of various width as shown on this plat and marked "Easement", reserved for the use of utilities for the installation of water and sewer mains, surface drainage, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of utilities.



CHICAGO TITLE

SE COR.
SE 1/4 SEC.
35-18-4E

32°W 2086.04'

NE 1/4 SEC. 35-18-4E

	R	L	LC	T	DC
0	400.00	222.43	219.57	114.17	14.32394
0	435.00	241.89	238.79	124.16	13.17144
0	470.00	261.35	258.00	134.15	12.19059
	330.00	224.62	220.31	116.86	17.36236
	365.00	248.45	243.68	129.25	15.69747
	400.00	272.27	267.05	141.65	14.32394
	265.00	40.36	40.32	20.22	21.62105

SUNBLEST FARMS, SECTION 10A
Plat Book 8 pages 99-101
Recorded June 18, 1980

Entry No.

Page No.

I, the undersigned, hereby certify that the within plat is true and correct and represents a part of the Southwest Quarter of Section 36, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Beginning at a point on the South line of the said Southwest Quarter Section South 89 degrees 55 minutes 40 seconds East (assumed bearing) 1045.95 feet from the Southwest corner of the said Southwest Quarter Section; thence North 00 degrees 04 minutes 20 seconds East 165.36 feet; thence North 11 degrees 22 minutes 56 seconds East 50.99 feet; thence North 00 degrees 04 minutes 20 seconds East 110.00 feet; thence North 30 degrees 30 minutes 00 seconds East 312.59 feet; thence South 89 degrees 55 minutes 40 seconds East, parallel with the said South line 139.04 feet; thence North 00 degrees 04 minutes 20 seconds East 110.00 feet; thence North 21 degrees 52 minutes 25 seconds East 53.85 feet; thence North 00 degrees 04 minutes 20 seconds East 110.00 feet; thence North 89 degrees 55 minutes 40 seconds West, parallel with the said South line 140.00 feet; thence North 00 degrees 04 minutes 20 seconds East 140.43 feet; thence North 15 degrees 21 minutes 04 seconds West 72.61 feet; thence North 00 degrees 04 minutes 20 seconds East 100.00 feet; thence South 89 degrees 55 minutes 40 seconds East, parallel with the South line of the said Southwest Quarter Section 175.00 feet; thence North 00 degrees 04 minutes 20 seconds East 35.00 feet; thence South 89 degrees 55 minutes 40 seconds East, parallel with the said South line 290.00 feet; thence South 00 degrees 04 minutes 20 seconds West 135.00 feet; thence South 03 degrees 27 minutes 06 seconds East 70.13 feet; thence South 00 degrees 04 minutes 20 seconds West 395.00 feet; thence South 89 degrees 55 minutes 40 seconds East, parallel with the said South line 543.04 feet; thence South 18 degrees 03 minutes 54 seconds West 186.75 feet; thence South 00 degrees 04 minutes 20 seconds West 102.35 feet; thence North 89 degrees 55 minutes 40 seconds West, parallel with the said South line 609.00 feet; thence North 78 degrees 15 minutes 10 seconds West 120.99 feet; thence South 45 degrees 00 minutes 00 seconds West 90.00 feet; thence South 00 degrees 04 minutes 20 seconds West 75.76 feet; thence South 32 degrees 25 minutes 00 seconds West 59.18 feet; thence South 00 degrees 04 minutes 20 seconds West 165.36 feet to the South line of the said Southwest Quarter Section; thence North 89 degrees 55 minutes 40 seconds West along the said South line 300.00 feet to the POINT OF BEGINNING, containing 14.349 acres, more or less.

This subdivision consists of 36 lots, numbered 1 through 36, both inclusive, together with streets, easements and public ways as shown on the within plat.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

"I, John V. Schneider, hereby certify that I am a registered Land Surveyor, licensed in compliance with the laws of the State of Indiana,, that this plat correctly represents a survey completed by me on May 14, 1980, that all the monuments shown thereon actually exist, and that the location, size, type and material of said

Noblesville Title and Abstract Company
Noblesville, Indiana

monuments are accurately shown".

(SEAL)

JOHN V. SCHNEIDER
Reg. Land Surveyor - Indiana
#S0115

COMMISSION CERTIFICATE

Under authority provided by Chapter 174-Acts of 1947, enacted by the General Assembly, of the State of Indiana, and all acts amendatory thereto and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held June 11, 1980.

FISHERS TOWN PLAN COMMISSION

Ray G. Holland, President

Susan H. Jones, Secretary

COVENANTS AND RESTRICTIONS

The undersigned, Sunblest Farms, Inc., by Kenneth E. Thompson and Deborah J. Shields, President and Secretary respectively, owner of the real estate shown and described herein, does hereby certify that it has laid off, platted and subdivided, and does thereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as Sunblest Farms, Section 10-A, an Addition to the Town of Fishers. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground of various width as shown on this plat and marked "Easement", reserved for the use of utilities for the installation of water and sewer mains, surface drainage, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land but owners of lots in this subdivision shall take their titles subject to the rights of utilities.

The use of all lots in the within plat shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance February 28, 1972, and any amendments thereto.

No lot shall hereafter be subdivided into parcels for additional residential purposes.

No sign or billboard except professional or "for sale" signs shall be erected on any lot in this plat and no barn, stable or other out building housing domestic animals or poultry, except household pets, shall be permitted.

No trailer, tent, basement, garage or other out building erected in this plot shall at anytime be used as residence, temporarily or permantely, nor shall any building of a temporary character be erected.

No fence shall be erected nearer the front lot line than the front house line unless same shall be a shrub growth or hedge, not to exceed four (4) feet in height or fifteen (15) feet in length.

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by the property owner are at the risk of the property owners.

All yard dimensions and restrictions shall be in accordance with the Town of Fishers Zoning Ordinance February 28, 1972, and any amendments thereto.

All fences shall be approved by the Sunblest Farms Home-Owners Association prior to construction. ®

All fences shall be no more than four (4) feet in height if said fence is within (20) feet of any side or rear lot line.

It shall be the responsibility of the individual lot owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

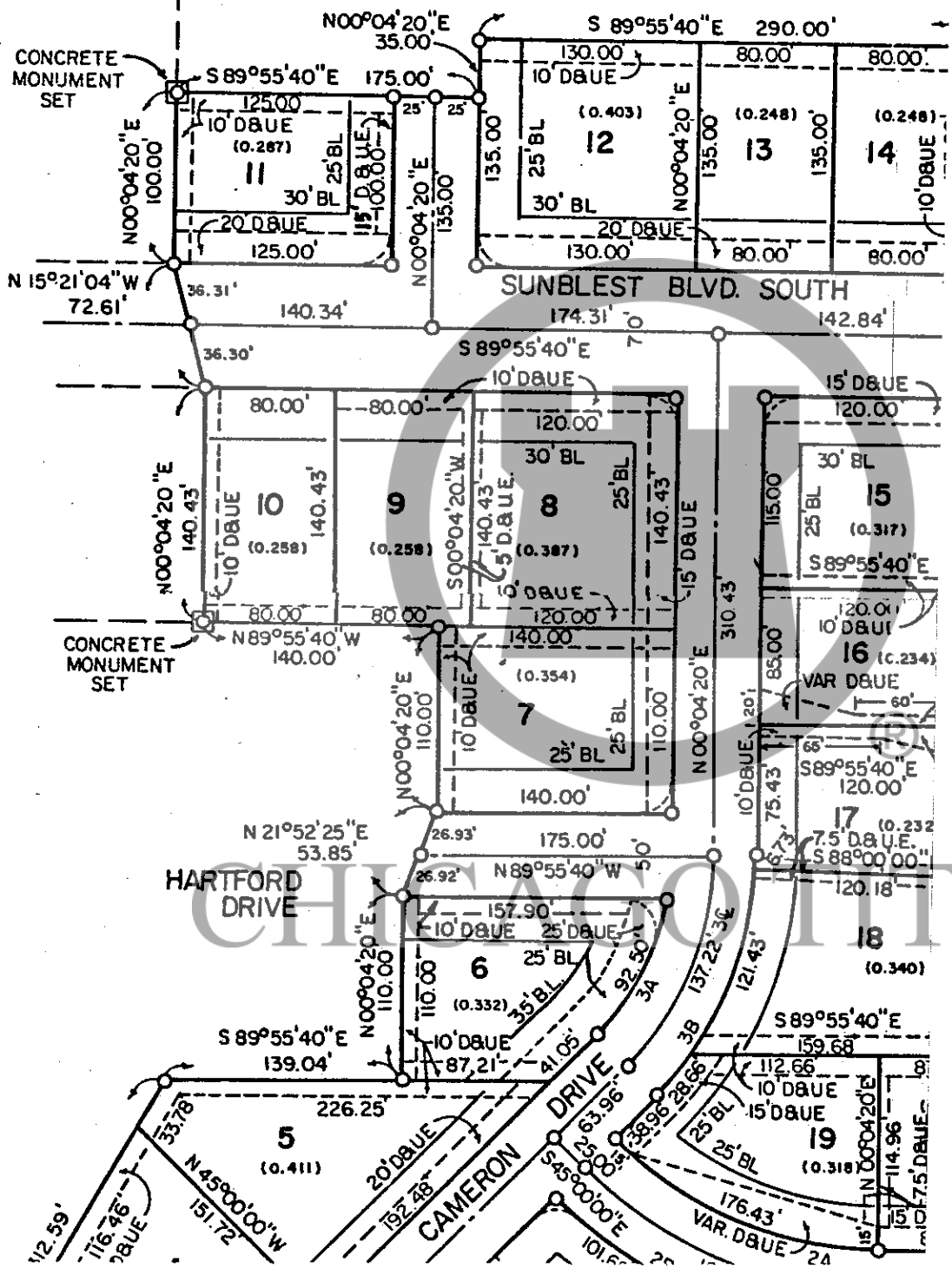
Minimum living area for a ranch type house shall be 1390 square feet. Two car attached garage shall be required. The garage area shall not be included in the living area total square footage.

Minimum square footage living area for a two story type house shall be 1580 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a multi-level type house shall be 1615 square feet. A two car attached garage shall be required. The garage area shall not be included in the total living area.

Minimum square footage living area for a bi-level type house shall be 1710 square feet. A two car attached garage shall be required.

HARDWICK DRIVE



CONCRETE MONUMENT SET

CONCRETE MONUMENT SET



200

100

MED NORTH

E: 1" = 100'

CHARTER TITLE

nc., by Kenneth E. Thompson and Deborah J. Shields, President and Secretary respectively, owner of the real estate shown and described
t has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with the within

d designated as Sunblest Farms. Section 10-5, an Addition to the Town of Fishers. All streets and alleys shown and not heretofore
the public.

are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or
e.

ous width as shown on this plat and marked "Easement", reserved for the use of utilities for the installation of water and sewer
s. lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other
intained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of utilities.

plat shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance February 28, 1972, and any amendments thereto.

ed into parcels for additional residential purposes.

stonal or "for sale" signs shall be erected on any lot in this plat and no barn, stable or other out building housing domestic
ld pets. shall be permitted.

or other out building erected in this plot shall at anytime be used as a residence, temporarily or permanently, nor shall any
be erected.

he front lot line than the front house line unless same shall be a shrub growth or hedge, not to exceed four (4) feet in height

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tenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow
s be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by
of the property owners.

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e Sunblest Farms Home-Owners Association prior to construction.

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the individual lot owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

pe house shall be 1390 square feet. Two car attached garage shall be required. The garage area shall not be included in the

for a two story type house shall be 1580 square feet. A two car attached garage shall be required. The garage area shall not
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for a multi-level type house shall be 1615 square feet. A two car attached garage shall be required. The garage area shall not
ea.

for a bi-level type house shall be 1710 square feet. A two car attached garage shall be required. The garage area shall not be

feet in width shall be required across that portion of a lot which is considered the frontage. Installation and maintenance of said
ty of the individual lot owners

all driveways to be hard surface.

shall be in force and effect under them until January 1, 1992.

... be kept free from any... of the property owners.

... shall be in accordance with the Town of Fishers Zoning Ordinance February 28, 1972, and any amendments thereto.

... Sunblest Farms Home-Owners Association prior to construction.

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... feet in width shall be required across that portion of a lot which is considered the frontage. Installation and maintenance of said utility of the individual lot owners

... all driveways to be hard surface.

... (restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992. (restrictions) shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

... ions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or s hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs

CHICAGO TITLE

12th day of April 1983

RECEIVED FOR RECORD
AT 3:40 CLOCK P.M.

MAY 26 1983

BOOK 10 PAGE 36

Mary H. Clark

RECORDER HAMILTON COUNTY, INDIANA

Sunblest Farms Inc.
12010 Allisonville Road
Noblesville, Indiana


KENNETH E. THOMPSON, President

Public, in and for the County and State.
Thompson, President and Deborah J. Shields,
severally acknowledged the execution of

E. Thompson and Deborah J. Shields, President and Secretary respectively, owner of the real estate shown and described plotted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with the within

Sunblest Farms. Section 10-B, an Addition to the Town of Fishers. All streets and alleys shown and not heretofore

plished as shown on this plat. between which lines and the property lines of the street. there shall be erected or

own on this plat and marked "Easement". reserved for the use of utilities for the installation of water and sewer
es. subject at all times to the proper authorities and to the easement herein reserved. No permanent or other
d strips of land. but owners of lots in this subdivision shall take their titles subject to the rights of utilities.

accordance with the Town of Fishers. Indiana. Zoning Ordinance February 28, 1972, and any amendments thereto.

for additional residential purposes.

te"-signs shall be erected on any lot in this plat and no barn. stable or other out building housing domestic
permitted.

lding erected in this plot shall at anytime be used as a residence. temporarily or permanently. nor shall any

than the front house line unless same shall be a strub growth or hedge. not to exceed four (4) feet in height

pon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

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owners.

cordance with the Town of Fishers Zoning Ordinance February 28, 1972, and any amendments thereto.

Home-Owners Association prior to construction.

eight if said fence is within (20) feet of any side or rear lot line.

t owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

1390 square feet. Two car attached garage shall be required. The garage area shall not be included in the

type house shall be 1580 square feet. A two car attached garage shall be required. The garage area shall not

type house shall be 1615 square feet. A two car attached garage shall be required. The garage area shall not

Inc., by Kenneth E. Thompson and Deborah J. Shields, President and Secretary respectively, owner of the real estate shown and described as it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with the will of the said deceased and

and designated as Sunblest Farms. Section 10-B, an Addition to the Town of Fishers. All streets and alleys shown and not heretofore dedicated to the public.

Streets and alleys are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected utility easements.

Utility easements of various widths as shown on this plat and marked "Easement", reserved for the use of utilities for the installation of water and sewer lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures shall be maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of utility easements. The plat shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance February 28, 1972, and any amendments thereto. The lots shall be divided into parcels for additional residential purposes.

Commercial or "for sale" signs shall be erected on any lot in this plat and no barn, stable or other out building housing domestic animals or holding pets, shall be permitted.

No garage or other out building erected in this plot shall at anytime be used as a residence, temporarily or permanently, nor shall any other structure be erected.

No fence shall be set back from the front lot line than the front house line unless same shall be a shrub growth or hedge, not to exceed four (4) feet in height.

No vehicles shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of water shall be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easements by the owner for the benefit of the property owners.

Lot areas shall be in accordance with the Town of Fishers Zoning Ordinance February 28, 1972, and any amendments thereto.

Lot areas shall be in accordance with the Sunblest Farms Home-Owners Association prior to construction.

Lot areas shall be four (4) feet in height if said fence is within (20) feet of any side or rear lot line.

Lot areas shall be the individual lot owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

Lot areas shall be type house shall be 1390 square feet. Two car attached garage shall be required. The garage area shall not be included in the lot area.

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CHICAGO TITLE

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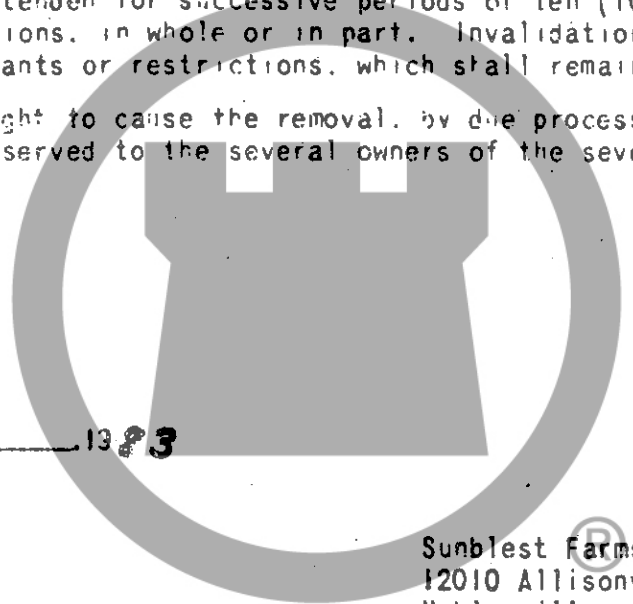
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s and all driveways to be hard surface.

restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1983. These covenants (or restrictions) shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof which is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs.



this 12th day of April 1983

Sunblest Farms Inc.
12010 Allisonville Road
Noblesville, Indiana

RECEIVED FOR RECORD
AT 3:00 O'CLOCK P.M.

MAY 26 1983

BOOK 10 PAGE 26
Mary H. Clark
RECORDER HAMILTON COUNTY, INDIANA

Notary Public, in and for the County and State of Hamilton, Indiana, I, E. Thompson, President and Deborah J. Shields, Secretary, have personally and severally acknowledged the execution of this instrument by his or her voluntary act and deed, for the purposes and to the effect herein expressed.

Kenneth E. Thompson
KENNETH E. THOMPSON, President

Deborah J. Shields
DEBORAH J. SHIELDS, Secretary

I seal this 12th day of April 1983

May 24, 1984
A. Schum
by Resident

DULY ENTERED FOR TAXATION

26th day May 1983

Barbara J. Jennings
Auditor