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DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS OF THE WOODS AT WILLIAMS CREEK

THIS DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS OF The Woods at Williams Creek (hereinafter "Declaration"), made as of the ____ day of December, 2001, by Williams Creek Woods LLC, an Indiana limited liability company, 4429 Blue Creek Drive, Carmel, Indiana 46033 (hereinafter "Williams Creek").

WITNESSETH:

WHEREAS, Williams Creek is the owner of the real estate located in Hamilton County, Indiana described on attached Exhibit A (hereinafter "Real Estate"), upon which Williams Creek intends to develop a residential subdivision to be known as The Woods at Williams Creek;

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values in The Woods at Williams Creek and for the maintenance of the Real Estate and the improvements thereon, and to this end desires to subject the Real Estate to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the future subdivision of Real Estate and the future owners thereof;

WHEREAS, Williams Creek believes it to be prudent to create an Indiana not for profit corporation (hereinafter "NP Corp.") to administer and enforce the terms of this Declaration.

NOW, THEREFORE, Williams Creek declares that the Real Estate as it now exists and as it shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following terms and conditions, all of which are declared to be in furtherance of a plan for the improvement and sale of the Real Estate and each future lot to be situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the future lots and improvements to be constructed thereon. The terms and conditions of this Declaration shall run with the land and shall be binding upon Williams Creek, its respective successors and assigns, and upon the parties having or acquiring any interest in the Real Estate or any part or parts thereof subject to this Declaration. The terms and conditions of this Declaration shall inure to the benefit of Williams Creek and its respective successors in title to the Real Estate or any part or parts thereof:

1. **Definitions.** The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Architectural Review Board" means that entity established pursuant to Paragraph 11 of this Declaration for the purposes therein stated;

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(b) "Articles" means the Articles of Incorporation of the NP Corp., as amended from time to time;

(c) "Assessments" means all sum lawfully assessed against the Members of the NP Corp., as amended from time to time;

(d) "Board of Directors" means the governing body of the NP Corp. elected by the Members in accordance with the By-Laws;

(e) "By-Laws" means the Code of By-Laws of the NP Corp. elected by the Members in accordance with the By-Laws;

(f) "The Woods at Williams Creek" means the name by which the Real Estate shall be known;

(g) "Common Areas" mean Blocks A, B, C, D, E and F as depicted on the Plat;

(h) "Community Area" means: (i) Common Areas; (ii) the Lake Control Structures; (iii) the Drainage System; (iv) the Lakes and the Lake Access Easements; (v) the Roadways to the extent not maintained by public authority; and (vi) any utility service lines or facilities not maintained by a public utility company or governmental agency that serve more than one Lot;

(i) "NP Corp." means The Woods Association of Homeowners, Inc., an Indiana not-for-profit corporation, its successors and assigns;

(j) "Williams Creek" means Williams Creek Woods LLC, an Indiana limited liability company, its successors and assigns to its interest in the Real Estate other than Owners purchasing Lots or Residences by deed from Williams Creek (unless the conveyance indicated or intends that the grantee assume the rights and obligations of Williams Creek);

(k) "Development Period" means the period of time commencing with the execution of this Declaration and ending when Williams Creek has completed the development and sale of, and no longer owns, any Lot or any other portion of the Real Estate;

(l) "Drainage Board" means the Hamilton County Drainage Board, Hamilton County, Indiana, its successors or assigns;

(m) "Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention areas, and the other structures, fixtures, properties, equipment and facilities (excluding the Lakes and the Lake Control Structures) located in the Real Estate and designed for the purpose of controlling, retaining or expediting the drainage of surface and subsurface waters

from, over and across the Real Estate, including but not limited to those shown or referred to on the Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board;

(n) "Lake" means any lake as depicted on the Plat;

(o) "Lake Maintenance Access Easement" means an area designated on the Plat as a means of access, for purposes of maintenance, to a Lake or a Lake Control Structure;

(p) "100 Year Floodway Easement" means an area designated on the Plat that defines the approximate 100 year floodway in accordance with the procedure of the Indiana Department of Natural Resources;

(q) "Nature Conservation Zone" means an area depicted on the Plat;

(r) "Lake Control Structures" means the structure, outfalls, pipes and appurtenances associated therewith or integral thereto, all or part of which may be established as a legal drain subject to the jurisdiction of the Drainage Board;

(s) "Lot" means a platted lot as shown on the Plat;

(t) "Lake Lot" means Lots 12 through 28 and 57 through 72 inclusive as depicted on the Plat;

(u) "Lot Development Plan" means: (i) a site plan prepared by a licensed engineer or architect; (ii) foundation plan and proposed finished floor elevations; (iii) building plans, including elevation and floors plan; (iv) material plans and specifications; (v) landscaping plan; and (vi) all other data or information that the Architectural Review Board may request with respect to the improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a Residence or other structure or improvement thereon;

(v) "Maintenance Costs" means all the costs necessary to keep the facilities to which the term applies operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, replacement of all or any part of any such facility, payment of all insurance with respect thereto, all taxes imposed on the facility and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvement of the facility;

(w) "Manager" means the individuals (and/or any corporation such individuals own or control) identified in Williams Creek's Operating Agreement;

(x) "Member" means a Class A or Class B member of the NP Corp. and "Members" means Class A and Class B members of the NP Corp.;

- (y) "Mortgagee" means the holder of a first mortgage on a Residence;
- (z) "Owner" means a Person, including Williams Creek, who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation;
- (aa) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof;
- (bb) "Plat" means the final secondary plat of the Real Estate recorded in the Office of the Recorder of Hamilton County, Indiana;
- (cc) "Reserve for Replacements" means a fund established and maintained by the NP Corp. to meet the cost of periodic maintenance and repairs of the Lake Control Structures;
- (dd) "Residence" means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and outbuildings and recreational facilities usual and incidental to the usage of a single family residential lot;
- (ee) "Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Declaration and the Register of Regulations, as the same may from time to time be amended;
- (ff) "Register of Regulations" means the document containing rules, regulations, policies, and procedures adopted by the Board of Directors or the Architectural Review Board, as the same may from time to time be amended;
- (gg) "Roadway" means all or any part of a street, land or road (including the right-of-way) designated to provide access to one or more Lots which has not been accepted for maintenance by a public authority;
- (hh) "Zoning Authority" with respect to any action means the Director of the Department of Community Development of the City of Carmel, Indiana or, where he lacks the capacity to take action, or fails to take such action, the governmental body or bodies, administrative or judicial, in which authority is vested under applicable law to hear appeals, or review action, or the failure to act.
2. Declaration. Williams Creek hereby expressly declares that the Real Estate shall be held, transferred, used, and occupied subject to the Restrictions. The Owner of any Lot subject to these Restrictions by: (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Williams Creek or a

subsequent Owner of such Lot; or (ii) by the act of occupancy or use of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Williams Creek and of the NP Corp., and the Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such restrictions and agreements.

3. **The Lakes and Common Areas.** Williams Creek shall convey title to the Lakes and the Common Areas to the NP Corp. The NP Corp. shall be responsible for maintaining the Lakes and Common Areas. NP Corp. shall maintain the Lakes to preserve their purpose as a retention facility of the Drainage System. Each Owner of a Lot which abuts the Lake shall be responsible at all times for maintaining so much of the bank of the Lakes above the pool level as constitutes a part of, or abuts, his Lot and shall keep that portion of a Lake abutting his Lot free of debris and otherwise in reasonably clean condition. No Owner shall pump water out of the Lakes. No boats shall be permitted upon any part of a Lake and no dock, pier, wall or other structure may be extended into a Lake without the prior written consent of the Architectural Review Board and such governmental authority as may have jurisdiction. No swimming or ice skating will be permitted in or on the Lakes unless authorized by the Board of Directors. Each Owner of a Lot abutting a Lake shall indemnify and hold harmless Williams Creek, the NP Corp. and each other Owner against all loss or damage incurred as a result of injury to any Person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to a Lake by any Person who gains access thereto from over or across such Owner's Lot. Williams Creek shall have no liability to any Person with respect to a Lake, the use thereof or access thereof, or with respect to any damage to any Lot resulting from a Lake or the proximity of a Lot thereto, including loss or damage from erosion.

4. **The Lake Control Structures.** Williams Creek shall convey title to the Lake Control Structures to the NP Corp. The NP Corp. shall be responsible for maintaining the Lake Control Structures to the extent not maintained by the Drainage Board, and the Maintenance Costs thereof shall be assessed as a general Assessment against all Lots.

5. **Drainage System.** Williams Creek shall maintain the Drainage System in good condition satisfactory for the purpose for which it was constructed until the earlier of June 30, 2002, or the date the Drainage System is accepted as a legal drain by the Drainage Board. After the earlier of such dates, the NP Corp. shall maintain the Drainage System to the extent not maintained by the Drainage Board and the Maintenance Costs thereof shall be assessed against all Lots. Each Owner shall be individually liable for the cost of maintenance of any drainage system located entirely upon his Lot which is devoted exclusively to drainage of his Lot and is not maintained by the Drainage Board.

6. **Roadways.** Williams Creek shall maintain each Roadway in good condition satisfactory for the purpose for which it was constructed until the Roadway has been accepted as a public roadway.

7. Construction of Residences.

(a) **Land Use.** Lots may be used only for single-family residential purposes. Only one Residence shall be constructed on a Lot. Such Residence shall not exceed the maximum height permitted by and measured pursuant to the Zoning Ordinance of the City of Carmel, Indiana. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in The Woods at Williams Creek than the number of Lots depicted on the Plat. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings. No home occupation shall be conducted or maintained on any Lot other than one which does not constitute a "special use" and which is incidental to a business, profession or occupation of the Owner or occupant of such Lot and which is generally or regularly conducted at another location which is away from such Lot. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any Lot advertising a permitted home occupation. Notwithstanding the foregoing restrictions pertaining to the Lots, Lot 73 may be excepted from the foregoing restrictions if Williams Creek elects to build a clubhouse/pool on Lot 73. In such event upon Williams Creek sale of all the remaining 72 Lots, it shall quitclaim its interest in Lot 73 (and the improvements thereon) to NP Corp;

(b) **Size of Residence.** Except as otherwise provided herein, no residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 3,200 square feet if a one-story structure, or 4,000 square feet if a multi-story structure. In the case of multi-story structure, at least 2,200 square feet must be included in the ground floor of such Residence;

(c) **Temporary Structures.** No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling;

(d) **Building Location and Finished Floor Elevation.** No building may be erected between the building line shown on the Plat and the front Lot line, and no structure or part thereof may be built or erected nearer than ten (10) feet to any side Lot line or nearer than twenty (20) feet to any rear Lot line. The side yards of each Lot must aggregate thirty (30) feet. No accessory building may be erected in front of a main building or in the required front yard on the side of a corner lot unless the accessory building is attached to the main building by a common wall. All ground floor elevations must be supplied to the Architectural Review Board. Demonstration of adequate storm water drainage in conformity with both on-Lot and overall project drainage plans shall be a pre-requisite for finished floor elevations. The Architectural Review Board shall approve, in writing, such elevations. Before construction commences, the finished floor elevation shall be physically checked on the Lot and certified by a licensed professional engineer or a licensed land surveyor;

(e) Driveways. All driveways shall be paved asphalt or poured concrete and maintained dust free;

(f) Yard Lights. Each Residence on each Lot shall include a yard light on such Lot at a location, having a height and of a type, style and manufacture approved by the Architectural Review Board. Each such light fixture shall also have a bulb of a maximum wattage approved by Architectural Review Board to insure uniform illumination on each Lot and shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day. The yard light thereafter shall be maintained in proper working order by the Lot Owner;

(g) Fire Place Chase. All fireplace chases shall be of masonry veneer, dryvit, or a material which is equal to or better than masonry veneer or dryvit in quality and appearance. No fireplace chase shall be constructed of stucco board;

(h) Storage Tanks. All above or below ground storage tanks, with the exception of gas storage tanks (not to exceed 10 gallons) used solely in connection with gas grills for the purpose of grilling or cooking food, shall be and thereby are prohibited;

(i) Construction and Landscaping. All construction upon, landscaping of and other improvements to a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. Landscaping shall include a minimum of shrubs, evergreens and trees as further described and specified on attached Exhibit B. All landscaping specified on the landscaping plan approved by the Architectural Review Board shall be installed on the Lot strictly in accordance with such approved plan within thirty (30) days following substantial completion of the Residence unless the Board agrees to a later landscaping completion date. In the event the actual construction of the Residence fails to fully comply with all the details and specifications of the Lot Development Plan, Williams Creek and/or NP Corp. shall have the right (but not the obligation) to file suit in a court of appropriate jurisdiction. Such suit shall seek specific performance of the provisions of the Lot Development Plan. In addition to the remedy of specific performance, Williams Creek and/or NP Corp. shall be entitled to recover all costs of such litigation, including but not limited to, reasonable attorney fees, court costs, expert witness fees, deposition costs, etc.;

(j) Mailboxes. All mailboxes installed upon Lots must be purchased from Williams Creek. Such mailboxes shall be approved by the Architectural Review Board;

(k) Septic Systems. No septic tank, absorption field or any other on-site sewage disposal system (other than a lateral main connected to a sanitary sewage collection system operated by the Clay Township Regional Waste District or a successor public agency or public utility) shall be installed or maintained on any Lot;

(l) Water Systems. Each Owner must connect to a water line maintained by a

public water utility to provide water for domestic use on the Lot and shall pay all connection, availability or other charges lawfully established with respect to connections thereto. Notwithstanding the foregoing, an Owner may establish, maintain and use an irrigation water well on his Lot;

(m) **Drainage.** In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, Drainage Easements (including but not limited to the 100 Year Floodway Easement) reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within The Woods at Williams Creek may be included in a legal drain established by the Drainage Board. In such event, each Lot in The Woods at Williams Creek will be subject to assessment by the Drainage Board for the costs of maintenance of the portion of the Drainage System and the Lake Control Structures included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Perimeter foundation drains, sump pump drains, downspouts and water softeners, shall be connected whenever feasible into a subsurface drainage tile. Downspouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof. During the course of construction, appropriate silt fencing shall be maintained to prevent any silt runoff;

(n) **Vacant Lots.** It shall be the duty and obligation of the Owner of a vacant Lot to maintain such Lot and mow the lawn thereof. Williams Creek and the NP Corp. shall have the right, but not the obligation, to mow the lawn and maintain vacant Lots;

(o) **Sheds, Out Buildings.** Out buildings, tree houses, playhouses, pool houses and sheds are specifically prohibited except that Williams Creek or the NP Corp. may allow them on a case by case basis; provided, however, in no event shall any out buildings, tree houses, playhouses, pool houses and sheds be located in the 100 Year Floodway Easement or the Nature Conservation Zone;

(p) **Limitations on 100 Year Floodway Easement.** Pursuant to the rules and regulations of the Indiana Department of Natural Resources, no Residence, temporary structure (as defined in subparagraph 7(c) hereof), fences, out buildings, pool houses, swimming pools, tennis courts or other buildings may be built or maintained in the 100 Year Floodway Easement;

(q) **Limitations on Nature Conservation Zone.** No Residence, temporary structure (as defined in subparagraph 7(c) hereof), sheds, outbuildings, pool houses, fences, swimming

pools, tennis courts or other buildings may be built or maintained in the Nature Conservation Zone.

8. **Maintenance of Lots.**

(a) **Vehicle Parking.** No camper, motor home, truck, trailer, boat, disabled vehicle, or vehicle without a properly issued license plate, may be parked or stored overnight or longer on any Lot in open public view;

(b) **Signs.** Except for such signs as Williams Creek may in its absolute discretion display in connection with the identification or development of The Woods at Williams Creek and the sale of Lots therein, no sign of any kind shall be displayed to the public view on any Lot except that two (2) signs of not more than four (4) square feet may be displayed at any time for the purpose of advertising the Lot for sale, or may be displayed by a builder to advertise the Lot during construction and sale. A builder shall display a "sold" sign on the Lot when he has sold the property;

(c) **Fencing.** No fence, wall, hedge or shrub planting higher than twenty-four (24) inches shall be permitted between the front property line and the front building set-back line except where such planting is part of Residence landscaping and the prime root thereof is within four (4) feet of the Residence. Corner Lots shall be deemed to have two (2) front yards. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". All fencing shall be uniform in height, style and color and substantially similar material. All fences shall be wrought iron (hollow metal or solid metal) or similar material. No fence may be erected on a Lot without the prior approval of the Architectural Review Board, which may establish further restrictions with respect to fences, including limitations on (or prohibition of) the installation of fences in the rear yard of a Lot abutting a Lake and design standards for fences. All fences shall be kept in good repair. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(d) **Vegetation.** An Owner shall not permit the growth of weeds and volunteer trees and bushes on his Lot, and shall keep his Lot reasonably clear from such unsightly growth at all times. If an Owner fails to comply with this restriction, the Architectural Review Board may (but shall not be obligated to) cause the weeds to be cut and the Lot cleared of such growth at the expense of the Owner thereof and the Architectural Review Board shall have a lien against the cleared Lot for the expense thereof;

(e) **Nuisances.** No noxious or offensive activity shall be carried on or upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance

to the neighborhood. Barking dogs shall constitute a nuisance;

(f) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view. All equipment for storage or disposal of such materials shall be kept clean and sanitary;

(g) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The Owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners;

(h) Outside Burning. No trash, leaves, or other material shall be burned upon a Lot if smoke therefrom would blow upon any other Lot and, then, only in acceptable incinerators and in compliance with all applicable requirements;

(i) Antennas and Receivers. No antenna, satellite dish, or other device for the transmission or reception of radio, television, or satellite signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors and above ground, whether attached to a building or otherwise, on any Lot without the written approval of the Architectural Review Board, which approval shall not be unreasonably withheld; provided, however, that any such device may be installed and maintained on any Lot without the necessity of such written approval if: (a) it is not visible from neighboring Lots or streets; or (b) the Owner, prior to installation, has received the written consent of the Owners of all Lots who would have views of the device from their Lots; or (c) the device is virtually indistinguishable from structures, devices or improvements such as heat pumps, air conditioning units, barbecue grills, patio furniture, and garden equipment, which are not prohibited by these covenants;

(j) Exterior Lights. No exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot;

(k) Electric Bug Killers. Electric bug killers, "zappers", and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners, and shall be operated only when outside activities require the use thereof and not continuously;

(l) Tennis Courts. No tennis courts shall be installed or maintained on any Lake Lots or in the 100 Year Floodway Easement;

(m) Swimming Pools. No swimming pool or equipment or building related thereto shall be constructed without the prior approval of the Architectural Review Board. No

swimming pool shall be located on a Lake Lot abutting within 35 feet from the water's edge of the Lake at normal pool elevation as established on the engineering design plans for the Lake filed with the Zoning Authority. Further, no swimming pool shall be located within the 100 Year Floodway Easement. If a variance permitting installation of a mechanical pool cover in lieu of fencing has been or may be obtained from the Zoning Authority, then the Architectural Review board may require, as a condition to the location of a swimming pool on a Lot, that the Owner install a mechanical pool cover. If the Architectural Review Board imposes such requirement, then a mechanical pool cover of a type and manufacture approved by the Architectural Review Board shall be installed by the Owner in compliance with all applicable legal requirements established by the Zoning Authority as a condition to such variance, and all requirements established by the Architectural Review Board.

9. The Woods Association of Homeowners.

(a) Membership. Each Owner shall automatically be a Member of the NP Corp. and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. If a Person would realize upon his security and become an Owner, he shall then be subject to all the requirements and limitations imposed by this Declaration on other Owners, including those provisions with respect to the payment of Assessments;

(b) Powers. The NP Corp. shall have such powers as are set forth in this Declaration and in the Articles and By-Laws, together with all other powers that belong to it by law;

(c) Classes of Membership and Voting Rights. The Association shall have the following two (2) classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of Williams Creek and the Managers of Williams Creek. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Class A Members. The vote for each Lot shall be exercised as the Members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot;

Class B. Class B Members shall be Williams Creek and its Managers. Williams Creek and its Managers shall be entitled to 100 (100) votes for each Lot owned by them. For purposes of this calculation, it shall be assumed that Williams Creek owns all Lots, which number shall be reduced as Lots are conveyed by Williams Creek to a Person other than Williams Creek or its Managers. 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) when the total number of votes outstanding in the Class A membership are greater than the total number of votes outstanding in the Class B membership; or, (b) December 31, 2012;

(d) Reserve for Replacements. The Board of Directors shall establish and maintain the Reserve for Replacements by the allocation and payment to such reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repairs and renewal of the Community Areas. In determining the amount, the Board shall take into consideration the expected useful life of the Community Areas. The Reserve for Replacements shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America;

(e) Mergers. Upon a merger or consolidation of another corporation with the NP Corp., its properties, rights and obligations may, as provided in its articles of incorporation or by operation of law be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the NP Corp. as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Real Estate together with the covenants and restrictions established upon any other properties as one scheme. No other merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Real Estate except as hereinafter provided;

(f) Termination of Class B Membership. Wherever in this Declaration the consent, approval or vote of the Class B Member is required, such requirement shall cease at such time as the Class B Membership terminates, but no such termination shall affect the rights and powers of Williams Creek set forth in Paragraph 15 (b);

(g) Board of Directors. During the Development Period, Williams Creek shall appoint all directors, shall fill all vacancies in the Board of Directors, and shall have the right to remove any Director at any time, with or without cause. After the Development Period, the Owners shall elect a Board of Directors of the NP Corp. as prescribed by the NP Corp.'s Articles and By-Laws. The Board of Directors shall manage the affairs of the NP Corp. Directors must be members of the NP Corp. after the termination of the Development Period.

10. Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Williams Creek hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the NP Corp. the following: (1) General Assessments; (2) Special Assessments, to be established and collected as hereinafter provided.

All Assessments, together with interest thereon and costs of collection thereof, shall be

a charge on the Lots and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due;

(b) General Assessment.

(1) Purpose of Assessment. The General Assessment levied by the NP Corp. shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of Lots and for the improvement, maintenance and operation of the Lake. The General Assessment shall also be levied for the payment of real estate taxes allocable to the Lake, which real estate taxes shall be paid by the NP Corp. from the date hereof, notwithstanding that Williams Creek may indefinitely retain title to all or part of the Lake. It shall further be the obligation of the NP Corp. to: (i) maintain and pay all costs of maintenance of all public lighting installed and existing in any right-of-way; (ii) pay the costs of all electricity and energy usage attributable to public lighting installed and existing on any right-of-way; and (iii) pay the costs of maintenance of any sidewalks which abut a right-of-way but are not within the right-of-way, and the General Assessment shall also be levied by the NP Corp. to comply and pay for with the foregoing maintenance requirements and obligations;

(2) Basis for Assessment.

(i) Lots Generally. Each Lot owned by a Person other than Williams Creek or its Managers shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot;

(ii) Lots Owned by Williams Creek or its Managers. No Lot owned by Williams Creek or its Managers shall be assessed by the NP Corp.;

(iii) Change in Basis. The basis for assessment may be changed with the assent of the Class B Members and of: (1) two-thirds (2/3) of the Class A Members (excluding Williams Creek or its Managers); or (2) two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned) who are voting in person or by proxy by a meeting of such Members duly called for this purpose;

(3) Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall fix the General Assessment for each assessment year of the NP Corp. at an amount sufficient to meet the obligations imposed by this Declaration upon the NP Corp. The Board of Directors shall establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid;

(c) Special Assessment. The NP Corp. may levy in any fiscal year a special

assessment applicable to that year and not more than the next four (4) succeeding fiscal years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon or constituting a part of the Lake, provided that any such Assessment shall have the assent of all of the Class B Members and of a majority of the votes of the Class A Members who are voting in person or by proxy at a meeting of such members duly called for this purpose;

(d) Date of Commencement of Assessments. The General Assessment shall commence with respect to assessable Lots on the first day of the month following conveyance of the first Lot to an Owner who is not Williams Creek or its Managers. The initial Assessment on any assessable Lot shall be adjusted according to the number of whole months remaining in the assessment year;

(e) Effect of Nonpayment of Assessments: Remedies of the NP Corp. Any Assessment not paid within thirty (30) days after the due date may upon resolution of the Board of Directors bear interest from the due date at a percentage rate of 12% per annum. The NP Corp. shall be entitled to institute in any court of competent jurisdiction any lawful action to collect the delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the NP Corp. in collecting such Assessment. If the NP Corp. has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the NP Corp. may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot;

(f) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the Assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of Assessments as to payments which became due more than twelve (12) months prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof;

(g) Certificates. The NP Corp. shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the NP Corp. that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be;

(h) Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments, charge and lien created herein:

(1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

(2) the Lakes;

(3) the Common Areas.

(i) **Annual Budget.** By a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met;

11. **Architectural Control.**

(a) **The Architectural Review Board.** Until the end of the Development Period, an Architectural Review Board consisting of three (3) Persons shall be appointed by Williams Creek. After the expiration of the Development Period, the Architectural Review Board shall be appointed by the Board of Directors;

(b) **Purposes.** The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such manner as to preserve values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography;

(c) **Change in Conditions.** Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Williams Creek to an Owner shall be made or done without the prior approval by the Architectural Review Board of a Lot Development Plan therefor. Prior to the commencement by an Owner other than Williams Creek of:

(1) construction, erection or alteration of any Residence, building, fence, wall, swimming pool, tennis court, patio, pier, dock, recreational equipment, or other structure on a Lot; or

(2) any plantings on a Lot, a Lot Development Plan with respect thereto shall be submitted to the Architectural Review Board, and no building, fence, wall, Residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made, by any Person other than Williams Creek without the prior written approval by the Architectural Review Board of a Lot Development Plan relating to such construction, erection, alteration or plantings. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over The Woods at Williams Creek, and no Owner shall undertake any construction activity within The Woods at Williams Creek unless legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in

accordance with the Lot Development Plan approved by the Architectural Review Board. As used in this subparagraph (c), "plantings" do not include flowers, bushes, shrubs or other plants having a height of less than 18 inches;

(d) **Procedures.** In the event of the Architectural Review Board fails to approve, modify or disapprove in writing a Lot Development Plan within thirty (30) days after such plan has been duly filed with the Architectural Review Board in accordance with procedures established by Williams Creek or, if Williams Creek is no longer a Class B member, this approval will be deemed granted. If Williams Creek is no longer a Class B member, a decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving;

(e) **Guidelines and Standards.** The Architectural Review Board shall have the power to establish such architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in subparagraph (b) to the extent that such design guidelines and standards are not in conflict with the specific provisions of this Declaration. If Williams Creek is no longer a Class B member, any such guideline or standard may be appealed to the Board of Directors which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving.

12. **Easements.**

(a) **Plat Easements.** In addition to such easements as are created elsewhere in this Declaration and as may be created by Williams Creek pursuant to written instruments recorded in the Office of the Recorder of Hamilton County, Indiana, Lots are subject to drainage easements, sewer easements, utility easements and lake maintenance access easements, either separately or in any combination thereof, as shown on the Plat, which are reserved for the use of Owners, public utilities companies and governmental agencies as follows:

(1) **Drainage Easements.** (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of The Woods at Williams Creek and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the water flow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by Williams Creek, and by the Architectural Review Board, but neither Williams Creek nor the Architectural Review Board shall have any duty to undertake any such construction or reconstruction. In the event Williams Creek or the Architectural Review Board undertakes any such construction or reconstruction, its obligations to restore the affected real estate after any such construction or

reconstruction shall be limited to regrading and reseeding. Under no circumstances shall Williams Creek be liable for any damage or destruction to any fences, structures, or other improvements which are damaged, destroyed or remodeled by Williams Creek, or its agents or employees as a result of such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners;

(2) Sewer Easements. (SE) are created for the use of the local government agency having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve The Woods at Williams Creek for the purpose of installation and maintenance of sewers that are a part of said system;

(3) Utility Easements. (UE) are created for the use of Williams Creek, the NP Corp. and all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements;

(4) Lake Maintenance Access Easements. (LMAE) are created for the use of Williams Creek, the NP Corp., the Drainage Board and the Clay Township Regional Waste District for the purpose of gaining access to the Lake, the Lake Control Structures, the Drainage System in the course of maintenance, repair or replacement of any thereof;

(5) Special Ingress/Egress Access Easement for Lots 45, 46, 47, 48 and 49. (SAE) is created for the purpose of allowing ingress and egress easements for Lots 45, 46, 47, 48 and 49. The following terms and conditions apply to the SAE and to the future owners of Lots 45, 46, 47, 48 and 49 and their successors and assigns:

(a) The SAE is a perpetual, non exclusive, private surface access easement (as depicted in the Plat) to allow ingress and egress to Lots 45, 46, 47, 48 and 49. Each owner of such lots shall be entitled to use the SAE for vehicular and pedestrian ingress and egress to their lot;

(b) This easement is reserved and granted for the common use of the owners of Lots 45, 46, 47, 48 and 49, their invitees, tenants, licensees, by commercial vehicles authorized to make pickups and deliveries, by public and private utilities' personnel, trucks and equipment, by postal authorities and mail carriers, by emergency personnel and vehicles such as police, fire and ambulance, as a means of ingress and egress. The easement may also include mains and sewers or other facilities to provide fire protection, and to transmit and carry storm water drainage;

(c) The SAE will be maintained in a reasonable condition as determined solely by agreement of the record Lot owners, from time to time, of Lots 45, 46, 47, 48 and 49. Maintenance and repairs of SAE shall include but not be limited to: snow removal, drainage issues associated with the SAE, filling of "pot holes", and

resurfacing of the asphalt or concrete, whether in whole or in part. The cost of maintenance and repair of the SAE will be shared by owners of Lots 45, 46, 47, 48 and 49 based on a percentage of the total cost of any maintenance or repairs. The Lot owners percentage of responsibility for maintenance or repairs of the SAE (hereinafter referred to as "Maintenance Percentages") will be prorated equally among them (i.e. each Lot will pay 20% of all such costs). A simple majority vote of the record holders of SAE lots will be used to determine whether such repairs shall be undertaken. If a Lot owner owns more than one (1) lot he or she will have one (1) vote each lot that is owned so that there will be a total of five (5) votes at all times. It is agreed that a simple majority vote will be binding upon owners of Lots 45, 46, 47, 48 and 49;

(d) Williams Creek and its successors and assigns hereby waive all rights to petition the Hamilton County Highway Department, Hamilton County, or the successor unit of government to be responsible for the maintenance of the SAE, to have SAE and common drive located thereon considered a public road necessitating maintenance by any unit of government;

(e) Each owner of Lots 45, 46, 47, 48 and 49 shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this grant of SAE.

13. Nature Conservation Zone. The Nature Conservation Zone ("Zone") as depicted on the Plat, is designed to enhance preservation of the trees in accordance with the terms of the Trees Preservation Plan dated April 18, 2001 ("Plan"). Such Plan is incorporated herein by reference and attached hereto as Exhibit C.

Williams Creek and/or any Owner shall not take any action nor permit any individual or entity to take any action that could or would disturb the natural state of the Zone. This shall not prevent an Owner from taking actions and measures to preserve and maintain the trees located in the Zone or generally maintaining the Zone in a healthy and safe condition; including, but not limited to, the removal of dead, decayed or dangerous trees or vegetation to prevent hazard or prevent the threat of fire. The following actions and activities shall be specifically prohibited in the Zone: (R)

(a) the dumping or other disposal of trash, garbage or other refuse of any type whatsoever in or on the Zone;

(b) earth moving or grading or filling; and

(c) the cutting or clearing of timber or trees, or intentional burning except as determined to be necessary by the NP Corp. to control or prevent hazard, disease or fire;

Notwithstanding the above provisions, Williams Creek reserves the right to install erosion control structures or devices in the Zone and to enter into and on the Zone to remove dead, decayed or dangerous trees or vegetation or to prevent hazard, or the threat of fire or to comply with the requirements of the Hamilton County Drainage Board.

The NP Corp. shall enforce the provisions of this Paragraph 13. Such enforcement rights shall include the right to enter into and on the Zone in order to monitor compliance with and enforce the terms of this Paragraph 13, including the right to repair any damage to the Zone. Any Owner that violates the provisions of this Paragraph 13 shall reimburse the NP Corp. for the costs incurred by the NP Corp.: (a) to enforce the provisions of this Paragraph 13, including but not limited to, reasonable attorney fees; and (b) to repair any damage to the Zone, including the replacement of any destroyed or damaged trees or vegetation. This reimbursement amount shall be deemed to be a special assessment to be paid and collected in accordance with the provisions of Paragraph 10(c).

In addition, Williams Creek shall have the right to remove all foundations and/or barns, silos, etc. (including trash and debris) from the Zone.

14. **Enforcement.** The NP Corp., any Owner or Williams Creek shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, but neither Williams Creek nor the NP Corp. shall be liable for damage or any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action by Williams Creek, the NP Corp. or an Owner to enforce this Declaration, such party shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action.

15. **Amendments.**

(a) **Generally.** This Declaration may be amended at any time by an instrument signed by both:

(1) the appropriate officers of the NP Corp. acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the Class A members cast at a meeting duly called for the purpose of amending this Declaration; and

(2) Williams Creek, so long as Williams Creek still owns at least one (1) Lot;

(b) **By Declarant.** Williams Creek hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration during the period prior to its sale of all the Lots. Such amendments shall be in writing, executed by Williams Creek, and recorded with the Recorder of Hamilton County, Indiana. Williams Creek shall give notice in writing to such Owners and Mortgagees of any amendments. Williams Creek shall not have the right at any time by amendment of this Declaration to grant or establish any easement through, across or over any Lot which Williams Creek has previously conveyed without the consent of the Owner of such Lot;

(c) **Effective Date.** Any amendment shall become effective upon its recordation in the office of the Recorder of Hamilton County, Indiana.

16. **Interpretation.** The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any work 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.

17. **Duration.** The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the NP Corp., and Williams Creek, and shall run with the land and be binding on all parties and all Persons claiming under them until 2025, 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 Lots in the Real Estate.

18. **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.

19. **Non-Liability of Williams Creek.** Williams Creek shall not have any liability to an Owner or to any other Person with respect to drainage on, over or under a Lot or with respect to the completion of the Residence in accordance with the Lot Development Plan's specifications. Such drainage shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence, and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Williams Creek free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the Lot described in such deed. Williams Creek shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Williams Creek, and no duty of, or warranty by, Williams Creek shall be implied by or

inferred from any term or provision of this Declaration.

20. **Delay in Construction of Residence.** Unless a delay is caused by strikes, war, court injunction, or acts of God, the Owner of any Lot (which on the date of purchase is not improved with a Residence) shall commence construction of a Residence upon the Lot within two (2) years from the date the Owner acquired title thereto and shall complete construction of such Residence within one (1) year after the date of commencement of the building process, but in no event later than three (3) years after the date the Owner acquired title to the Lot unless such Lot is adjacent to a Lot upon which the Owner has constructed a Residence in which such Owner permanently resides. If the Owner fails to commence or complete construction of a Residence within the time periods specified herein, or if the Owner should, without Williams Creek's written approval, sell, contract to sell, convey, or otherwise dispose of, or attempt to sell, convey or otherwise dispose of the Lot before completion of construction of a Residence on the Lot, then, in any of such events, Williams Creek may:

(i) re-enter the Lot and divest the Owner of title thereto by tendering to the Owner or to the Clerk of the Circuit Court of Hamilton County the lesser of (a) the same net dollar amount as was received by Williams Creek from such Owner as consideration for the conveyance by Williams Creek of the Lot, together with such actual costs, if any, as the Owner may prove to have been incurred in connection with the commencement of construction of a Residence on the Lot or (b) the then fair market value of the Lot, as determined by averaging two (2) appraisals made by two (2) qualified appraisers appointed by the Judge of the Circuit or Superior Court of Hamilton County, Indiana;

(ii) obtain injunctive relief to force the Owner to proceed with construction of a Residence per the terms of a Lot Development Plan which has been approved by the Architectural Review Board upon application by such Owner; or

(iii) pursue such other remedies at law or in equity that may be available to Williams Creek.

The failure of the Owner of a Lot to apply for approval of, or receive approval from, the Architectural Review Board of a Lot Development Plan shall not relieve such Owner from his obligation to commence and complete construction of a Residence upon the Lot within the time periods specified herein. For the purposes of this paragraph (20), construction of a Residence will be deemed "completed" when the exterior of the Residence (including but not limited to the foundation, walls, roof, windows, entry doors, gutters, downspouts, exterior trim, paved driveway and landscaping) has been completed in conformity with the Lot Development Plan.

IN TESTIMONY WHEREOF, witness the signature of Williams Creek as of the date set forth above.

WILLIAMS CREEK WOODS LLC

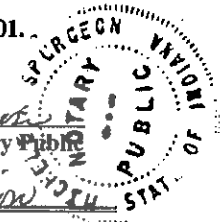
By: Ralph Akard
Its: Manager: Ralph Akard

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Ralph Akard, Manager of Williams Creek Woods LLC, and he acknowledges that the facts alleged in the foregoing instrument are true.

Witness my hand and Notarial Seal this 18 day of December, 2001.

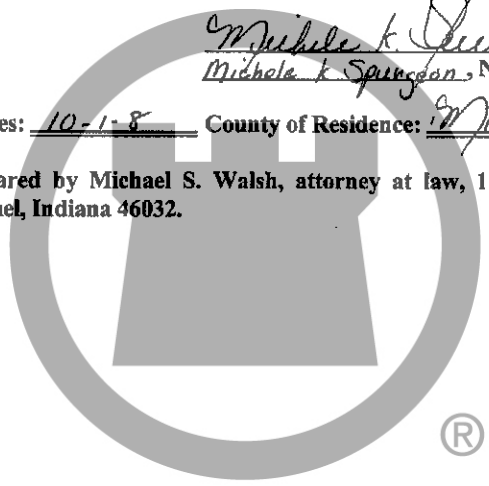
Michelle K. Spurgeon
Michelle K. Spurgeon, Notary Public



My Commission Expires: 10-1-8 County of Residence: Marion

This instrument prepared by Michael S. Walsh, attorney at law, 11350 North Meridian Street, Suite 420, Carmel, Indiana 46032.

12/10/01



CHICAGO TITLE

EXHIBIT A

Part of the East Half of the Southeast Quarter of Section 22, Township 18 North, Range 3 East of the Second Principal Meridian in Clay Township, Hamilton County, Indiana, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 22, Township 18 North, Range 3 East; thence North 00 degrees 27 minutes 30 seconds East (assumed bearing, based upon Indiana State Plane Coordinate System) on the East line of said Southeast Quarter 600.00 feet to the Northeast corner of real estate conveyed to the Board of Commissioners of Hamilton County, Indiana, per a Trustee's Deed recorded as Instrument Number 9335266 in the Office of the Recorder of Hamilton County, Indiana, said corner being also the PLACE OF BEGINNING of the within described real estate; thence continuing North 00 degrees 27 minutes 30 seconds East on the East line of said Southeast Quarter 2039.00 feet to the Northeast corner of said Southeast Quarter; thence South 89 degrees 36 minutes 36 seconds West on the North line of said Southeast Quarter 1313.02 feet to the Northwest corner of the East Half of said Southeast Quarter; thence South 00 degrees 21 minutes 30 seconds West on the West line of the East Half of said Southeast Quarter 2338.96 feet to a point that is 300.00 feet North of the Southwest corner of said East Half, said point being the Northwest corner of real estate described in a deed recorded as Instrument Number 200000063392 in said Recorder's Office; thence North 89 degrees 36 minutes 33 seconds East on the North line of said real estate, measured parallel with the South line of said Southeast Quarter 549.50 feet to the Northeast corner of said real estate; thence South 00 degrees 21 minutes 30 seconds West on the Easterly line of said real estate, measured parallel with the West line of said East half 300.00 feet to the South line of said Southeast Quarter; thence North 89 degrees 36 minutes 33 seconds East on the South line of said Southeast Quarter 163.82 feet to the Southwest corner of the aforesaid real estate conveyed to the Board of Commissioners of Hamilton County, Indiana, said corner being 600.00 feet West of the Southeast corner of said Southeast Quarter; thence North 00 degrees 23 minutes 27 seconds West 40.00 feet; (this and the following four courses are on the westerly and northerly perimeter lines of said Board of Commissioners real estate) 1.) thence North 89 degrees 38 minutes 33 seconds East parallel with the South line of said Southeast Quarter 525.00 feet; 2.) thence North 44 degrees 57 minutes 54 seconds East 43.63 feet, by measurement (North 45 degrees 00 minutes 00 seconds East 42.43 feet, by the aforesaid deed) to a point that on a line that is 45.00 feet west of and parallel with the East line of said Southeast Quarter; 3.) thence North 00 degrees 27 minutes 30 seconds East parallel with the East line of said Southeast Quarter 530.00 feet to the Northwest corner of said real estate; 4.) thence South 89 degrees 32 minutes 30 seconds East 45.00 feet to the place of beginning, containing 74.781 acres, more or less.

Subject to an easement granted to Indiana Gas Transmission Corporation by Earl Stewart as recorded on page 239 of Miscellaneous Record 32, as now modified by "Amendment of Agreements" document dated June 26, 2001 and recorded July 23, 2001 as Instrument Number 200100045156, all in the Office of the Recorder of Hamilton County, Indiana.

Subject to an easement granted to Panhandle Eastern Pipeline Company by Earl Stewart as recorded on page 154 of Miscellaneous Record 40, as now modified by "Amendment of Agreements" document dated June 26, 2001 and recorded July 23, 2001 as Instrument Number 200100045156, all in the Office of the Recorder of Hamilton County, Indiana.

Subject to an easement granted to Panhandle Eastern Pipeline Company by John V. Scott as recorded on page 170 of Miscellaneous Record 68, as now modified by "Amendment of Agreements" document dated June 26, 2001 and recorded July 23, 2001, all in the Office of the Recorder of Hamilton County, Indiana.

Subject to Electric Line Easements granted to Public Service Company of Indiana, Inc. recorded as Instrument Number 8824429 in the Office of the Recorder of Hamilton County, Indiana.

Subject to a Utility Easement granted to Indiana Bell Telephone Company, Incorporated, recorded as Instrument Number 9112781 in the Office of the Recorder of Hamilton County, Indiana.

Subject to a Gas Line Easement granted to Indiana Gas Company, Inc., recorded as Instrument Number 9130680 and as said easement was canceled and superseded by a Gas Line Easement granted to Indiana Gas Company, Inc., recorded as Instrument 9233361, all in the Office of the Recorder of Hamilton County, Indiana.

Subject to a Sewer Easement granted to Clay Township Regional Waste District, recorded as Instrument Number 9324341 in the Office of the Recorder of Hamilton County, Indiana.

Subject to Temporary Drainage and Construction Easements as set out in a Deed recorded as Instrument Number 200000063392 and as set out in an Agreement recorded as Instrument Number 20010001174, all in the Office of the Recorder of Hamilton County, Indiana.

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

CHICAGO TITLE

LANDSCAPING ALLOWANCE AND SELECTION GUIDE LARGE

Allowance

10 (ten)	Plants from Group A
12 (twelve)	Plants from Group B
9 (nine)	Plants from Group C
10 (ten)	Plants from Group D
1 (one)	Plants from Group E
2 (two)	Plants from Group F
2 (two)	Plants from Group G

Selection Guide

<u>QTY</u>	<u>DISCRIPTION</u>
Group A:	EVERGREEN AND SEMI-EVERGREEN SHRUBS

- ___ Azaleas
- ___ Yews
- ___ PIM Rhododendron
- ___ Mugho Pine
- ___ Boxwood
- ___ Holly

Group B:	DECIDUOUS SHRUBS (small)
----------	---------------------------------

- ___ Barberry
- ___ Cotoneaster
- ___ Spirea
- ___ Flowering Quince
- ___ Dwarf Forsythia
- ___ Burning Bush
- ___ Dwarf Lilac
- ___ Hydrangea
- ___ Potentilla

Group C:	DECIDUOUS SHRUBS (large)
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- ___ Red Osier Dogwood
- ___ Weigela
- ___ Forsythia
- ___ Common Lilac
- ___ Viburnums
- ___ Purple Leaf Plums

Group D:	JUNIPERS 15" TO 18"
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- ___ Blue Chip
- ___ Andorra
- ___ Broadmoor
- ___ Procumbens

CHICAGO TITLE

EXHIBIT B

Group E: **SHADE TREES 2" Caliper**

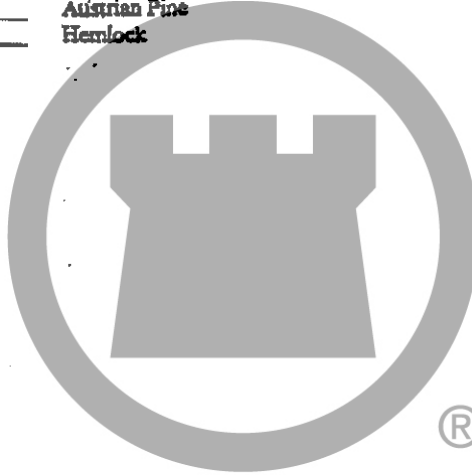
- Maple
- Oak
- Linden
- Sweet Gum
- Locust
- Tulip
- Ash

Group F: **ORNAMENTAL TREES 2" Caliper**

- Dogwood
- Hawthorn
- Magnolia
- Serviceberry
- Pear
- Redbud
- Crabapple

Group G: **CONIFERS 6" TO 7"**

- White Pine
- Douglas Fir
- Colorado Spruce (Green/Blue)
- Austrian Pine
- Hemlock



CHICAGO TITLE

Tree Preservation Plan Particulars

The forest trees should be protected during the construction process. The following steps are suggested for their protection.

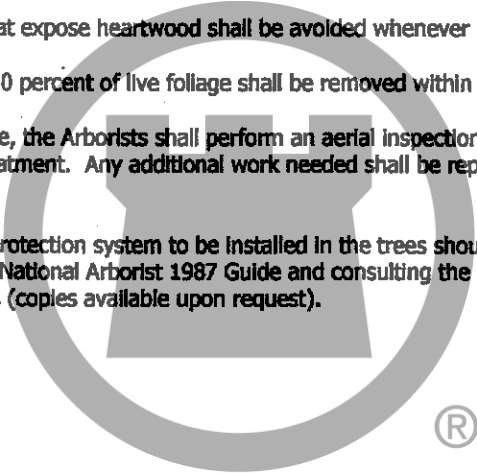
Specifications for Site Clearing

The following work must be accomplished before the construction occurs within the dripline of tree:

1. The site contractor is required to meet with the consultant at the site prior to the beginning work to review all work procedures, access and haul routes, and tree protection measures.
2. The tree protection fencing is to be installed and proper "Do not enter" signs affixed.
3. The lot clearing that is to be completed should be undertaken by qualified Arborists and not by the demolition or construction contractors. The Arborists should remove the trees in a manner that causes no damage to the mature trees that are to remain.
4. Small trees to be removed within the tree protective zones shall be removed by hand or with equipment sitting outside the tree protection zone. Stumps should be removed by the use of a stump grinder so as to cause as little root disturbance to the remaining trees.
5. All trees shall be pruned in accordance with the ANSI Z-133 Guidelines and the ANSI A 300 standards. Copies available upon request.
6. Any damage to trees due to site clearing activities shall be reported to the consulting Arborist within 6 hours so that remedial action can be taken. Timeliness is critical to tree health.
7. There is to be no tree felled so as to touch the trees that are to remain. Any limbs that conflict with the crown of the remaining trees should be hand pruned off before felling.
8. There is to be nothing roped off to the remaining trees during the site clearing process.
9. There is to be no parking within the tree protective zone.
10. There is to be no fuel storage or filling of equipment within the tree protective zones.

Pruning Specifications for Trees to be Preserved

1. The preserved trees should be pruned to:
 - a. clear the crown of diseased, crossing, weak, and dead wood to a minimum size of 1 inch in diameter;
 - b. remove stubs, cutting outside the branch bark collar as it is defined in the ANSI A 300.
2. Where temporary clearance is needed for access, branches shall be tied back to hold them out of the clearance zone.
3. All pruning shall be performed by qualified Arborists. All pruning shall be in accordance with the Tree Pruning Guidelines (International Society of Arboriculture) and/or the ANSI A300 Pruning Standard (American National Standard for Tree Care Operations) and adhere to the more recent edition of ANSI Z133.1.
4. Interior branches shall not be stripped out.
5. Pruning cuts larger than 4 inches in diameter, except for dead wood, shall be avoided.
6. Pruning cuts that expose heartwood shall be avoided whenever possible.
7. No more than 20 percent of live foliage shall be removed within the trees.
8. While in the tree, the Arborists shall perform an aerial inspection to identify defects that require treatment. Any additional work needed shall be reported to the consultant.
9. Any Lightning Protection system to be installed in the trees should use the standards set forth in the National Arborist 1987 Guide and consulting the yet to be released ANSI guidelines (copies available upon request).



CHICAGO TITLE

Construction Specifications

1. All underground utilities, downspouts or irrigation lines and landscape lighting shall be routed outside the tree protection zone. If and utility lines must cross through the protection area, they shall be tunneled or bored under the tree.
2. No materials, equipment, spoil, or waste or washout water (especially concrete equipment and tools) may be deposited, stored, or parked within the tree protection zone (fenced area).
3. Additional tree pruning required for clearance during construction must be performed by a qualified Arborist and not by construction personnel.
4. Any herbicides placed under paving materials or in the foundation footings must be approved by the Consulting Arborist in writing and be safe for use around trees and labeled for that use. Any pesticides used on site must be tree-safe and not easily transported by water.
5. Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Consulting Arborist.
6. A tensiometer should be installed within the critical root zone to monitor the moisture during the construction process.
7. The preserved trees shall be irrigated so that it will receive one inch of water per week. Usually this is a 1-2 hour drip irrigation. The desired irrigation shall wet the soil within the tree protection zone to a depth of 30 inches.
8. Mulch should be added to the critical root zone of preserved trees to keep the roots from drying out due to new climate that we are making for the tree. It will no longer be in a forest but will have to transition to a home site.
9. Before construction the preserved trees shall be root pruned cutting all roots cleanly to a depth of ten to eighteen inches. Roots shall be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root-pruning equipment.
10. Any roots on preserved trees that are damaged during grading or construction should be reported to the Consulting Arborist. They should be exposed to sound tissue and cut cleanly with a saw.
11. Spoil from the house foundation shall not be placed within the tree protection zone, either temporarily or permanently. It is suggested that the spoil be placed in a space away from the forest trees.

Construction Specifications Continued

12. No burn piles or debris pits shall be placed within the tree protection zone. No ashes, debris, or garbage may be dumped or buried within the tree protection zone.
13. Maintain fire-safe areas around fenced areas. Also, no heat sources, flames, ignition sources, or smoking is allowed near mulch or trees.
14. There is to be no parking within the tree protective zone.
15. There is to be nothing hung from, attached to, or roped off to, the tree during construction.
16. There is to be no storage of anything within the protective root zone.



CHICAGO TITLE

THE WOODS AT WILLIAMS CREEK

Secondary Plat

200100084242
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L. CLARK
 12-19-2001 09:32 a.m.
 PLAT 64.00

PC A **Shade 760**

DULY ENTERED FOR TAXATION
 Subject to final acceptance for transfer

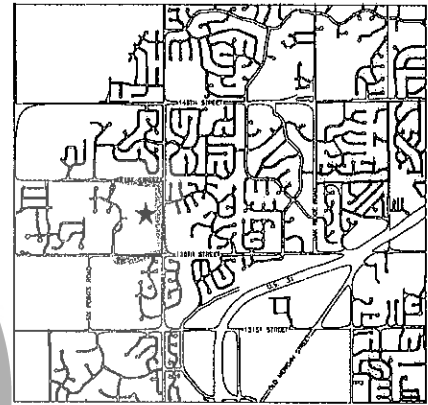
19th day of Dec., 2001

Robin Mills Auditor of Hamilton County

Parcel # _____

I, the undersigned, a registered land surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision prepared under my supervision of a part of the East Half of the Southeast Quarter of Section 22, Township 18 North, Range 3 East of the Second Principal Meridian in Clay Township, Hamilton County, Indiana, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 22, Township 18 North, Range 3 East; thence North 00 degrees 27 minutes 30 seconds East (assumed bearing, based upon Indiana State Plane Coordinate System) on the East line of said Southeast Quarter 800.00 feet to the Northeastly corner of real estate conveyed to the Board of Commissioners of Hamilton County, Indiana, per a Trustee's Deed recorded as Instrument Number 9335268 in the Office of the Recorder of Hamilton County, Indiana, said corner being also the PLACE OF BEGINNING of the within described real estate; thence continuing North 00 degrees 27 minutes 30 seconds East on the East line of said Southeast Quarter 2039.00 feet to the Northeast corner of said Southeast Quarter; thence South 89 degrees 36 minutes 36 seconds West on the North line of said Southeast Quarter 1318.02 feet to the Northwest corner of the East Half of said Southeast Quarter; thence South 00 degrees 21 minutes 30 seconds West on the West line of the East Half of said Southeast Quarter 2338.98 feet to a point that is 300.00 feet North of the Southwest corner of said East Half, said point being the Northwest corner of real estate described in a deed recorded as Instrument Number 20000063392 in said Recorder's Office; thence North 89 degrees 36 minutes 36 seconds East on the North line of said real estate, measured parallel with the South line of said Southeast Quarter 549.90 feet to the Northeastly corner of said real estate; thence South 00 degrees 21 minutes 30 seconds West on the Eastern line of said real estate, measured parallel with the West line of said East Half 300.00 feet to the South line of said Southeast Quarter; thence North 89 degrees 36 minutes 36 seconds East on the South line of said Southeast Quarter 463.92 feet to the Southwest corner of the aforesaid real estate conveyed to the Board of Commissioners of Hamilton County, Indiana, said corner being 600.00 feet West of the Southeast corner of said Southeast Quarter; thence North 00 degrees 23 minutes 27 seconds West 40.00 feet; (this and the following four courses are on the westerly and northerly perimeter lines of said Board of Commissioners real estate) 1.) thence North 89 degrees 36 minutes 36 seconds East parallel with the South line of said Southeast Quarter 525.00 feet; 2.) thence North 44 degrees 57 minutes 54 seconds East 43.63 feet, by measurement (North 45 degrees 00 minutes 00 seconds East 42.43 feet, by the aforesaid deed) to a point that is 49.00 feet West of and parallel with the East line of said Southeast Quarter; 3.) thence North 00 degrees 27 minutes 30 seconds East parallel with the East line of said Southeast Quarter 539.00 feet to the Northwest corner of said real estate; 4.) thence South 89 degrees 32 minutes 30 seconds East 45.00 feet to the place of beginning, containing 74.781 acres, more or less.



LOCATION MAP
(No Scale)

Subject to an easement granted to Indiana Gas Transmission Corporation by Earl Stewart as recorded on page 239 of Miscellaneous Record 32, as now modified by "Amendment of Agreements" document dated June 26, 2001 and recorded July 23, 2001 as Instrument Number 200100045156, all in the Office of the Recorder of Hamilton County, Indiana.

Subject to an easement granted to Panhandle Eastern Pipeline Company by Earl Stewart as recorded on page 154 of Miscellaneous Record 40, as now modified by "Amendment of Agreements" document dated June 26, 2001 and recorded July 23, 2001 as Instrument Number 200100045156, all in the Office of the Recorder of Hamilton County, Indiana.

Subject to an easement granted to Panhandle Eastern Pipeline Company by John V. Scott as recorded on page 170 of Miscellaneous Record 89, as now modified by "Amendment of Agreements" document dated June 26, 2001 and recorded July 23, 2001, all in the Office of the Recorder of Hamilton County, Indiana.

Subject to Electric Line Easements granted to Public Service Company of Indiana, Inc. recorded as Instrument Number 8524429 in the Office of the Recorder of Hamilton County, Indiana.

Subject to a Utility Easement granted to Indiana Bell Telephone Company, Incorporated, recorded as Instrument Number 9112781 in the Office of the Recorder of Hamilton County, Indiana.

Subject to a Gas Line Easement granted to Indiana Gas Company, Inc., recorded as Instrument Number 9130680 and as said easement was canceled and superseded by a Gas Line Easement granted to Indiana Gas Company, Inc., recorded as Instrument 9233361, all in the Office of the Recorder of Hamilton County, Indiana.

Subject to a Sewer Easement granted to Clay Township Regional Waste District, recorded as Instrument Number 9324341 in the Office of the Recorder of Hamilton County, Indiana.

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

This subdivision consists 73 lots, numbered 1 through 73 inclusive, eight areas designated as Blocks A, B, C, D, E, F, G, and H, together with streets, all as shown on a line that is 49.00 feet West of and parallel with the East line of said Southeast Quarter is shown in figures defining feet and decimal parts thereof.

Witness my signature this 3rd day of December 2001

Allan H. Weihe
 Allan H. Weihe, Reg. L.S. - Indiana No. 10398



Under the authority provided by Indiana Code 36-7-4-710, and ordinance adopted by the Common Council of the City of Carmel, Indiana, this plat was given approval by the City of Carmel, Indiana as follows:

Granted Administrative approval by the Department of Community Services pursuant to Article V of the Carmel/Clay Plan Commission Rules of Procedure on the 10th day of December, 2001.

By: *Michael P. Millbaugh*
 Michael P. Millbaugh, Director
 Department of Community Services
 For the City of Carmel, Indiana

The undersigned, Williams Creek Woods, LLC, the owner of record of the real estate described on this plat, by Ralph Akard, its Manager, does hereby layoff, plat, and subdivide the same in accordance with the within Secondary Plat of The Woods at Williams Creek.

This subdivision shall be known and designated as THE WOODS AT WILLIAMS CREEK.

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

Witness my signature this 04th day of December, 2001

Ralph Akard
 Ralph Akard, Manager, Williams Creek Woods, LLC

Under the authority provided by Chapter 47, Acts of 1951, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, this plat was given approval by the Board of Commissioners.

Plat approved: Dec 10, 2001
 Board of Commissioners of Hamilton County, Indiana

Steve A. Holt
 Steve A. Holt, President
Sharon R. Clark
 Sharon R. Clark, Member
Steven C. Dillenger
 Steven C. Dillenger, Member
Robin Mills
 (attest) Robin Mills, Auditor

State of Indiana }
 County of Shamouton } SS:

Before me, the undersigned, a notary public in and for said County and State, personally appeared, Ralph Akard, Manager of Williams Creek Woods, LLC. Who acknowledged the execution of this instrument as his voluntary act and deed for the purposes hereon expressed.

Witness my hand and seal this 4 day of December, 2001

Michelle K. Spurgeon
 My Commission expires: 10-1-8
 My County of Residence: Marion



This plat is subject to Covenants, Conditions, and Restrictions for the Woods at Williams Creek subdivision as recorded in Instrument Number _____ in the Office of the Recorder of Hamilton County, Indiana.

SOURCE OF TITLE: Deed recorded as Instrument Number 200000633857

Owner / Subdivider:
 Williams Creek Woods, LLC
 1018 Henley Circle
 Carmel, Indiana 46032
 Phone: (317) 846-4403

Surveyor:
 Weihe Engineers, Inc. Allan H. Weihe, President
 10505 North College Avenue
 Indianapolis, Indiana 46280
 Phone: (317) 846-6611

CARMEL/CLAY PLAN COMMISSION DOCKET Nos.: 32-01 PP, 32-01aSW, 88-01 SP

THE WOODS AT WILLIAMS CREEK

Secondary Plat

20010084242
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 WARY L. CLARK
 12-19-2001 09:32 a.m.
 PLAT 64.00

PC & Slide 780

Number	CURVE DATA BOX					
	Delta	Radius	Arc	Tangent	Chord	Chd. Brg.
C1	21°24'08"	215.00'	80.31'	40.63'	79.84'	N 78°50'27" W
C1(in)	21°24'08"	190.00'	70.97'	35.90'	70.56'	N 78°50'27" W
C1(out)	21°24'08"	240.00'	89.85'	45.35'	89.13'	N 78°50'27" W
C2	88°29'54"	215.00'	257.04'	146.38'	242.00'	N 33°53'27" W
C2(in)	88°29'54"	190.00'	227.15'	129.36'	213.86'	N 33°53'27" W
C2(out)	88°29'54"	240.00'	286.93'	163.41'	270.14'	N 33°53'27" W
C3	89°15'08"	175.00'	272.60'	172.73'	245.87'	N 44°59'03" E
C3(in)	89°15'08"	150.00'	233.66'	148.05'	210.74'	N 44°59'03" E
C3(out)	89°15'08"	200.00'	311.55'	197.40'	280.99'	N 44°59'03" E
C4	05°37'32"	350.00'	34.36'	17.20'	34.35'	S 87°34'38" E
C4(in)	05°37'32"	325.00'	31.91'	15.98'	31.90'	S 87°34'38" E
C4(out)	05°37'32"	375.00'	36.82'	18.42'	36.80'	S 87°34'38" E
C5	05°37'32"	350.00'	34.36'	17.20'	34.35'	S 87°34'38" E
C5(in)	05°37'32"	325.00'	31.91'	15.98'	31.90'	S 87°34'38" E
C5(out)	05°37'32"	375.00'	36.82'	18.42'	36.80'	S 87°34'38" E
C6	90°50'54"	225.00'	356.76'	228.36'	320.54'	S 44°57'57" E
C6(in)	90°50'54"	200.00'	317.12'	202.98'	284.93'	S 44°57'57" E
C6(out)	90°50'54"	250.00'	395.40'	253.73'	356.17'	S 44°57'57" E
C7	12°40'49"	200.00'	44.26'	22.22'	44.17'	S 08°47'54" W
C7(in)	12°40'49"	175.00'	38.73'	19.44'	38.85'	S 08°47'54" W
C7(out)	12°40'49"	225.00'	49.80'	25.00'	38.65'	S 08°47'54" W
C8	12°40'49"	200.00'	44.26'	22.22'	44.17'	S 08°47'54" W
C8(out)	08°52'41"	225.00'	38.79'	19.44'	38.74'	S 08°11'58" W
C9	15°20'37"	200.00'	53.56'	26.94'	53.40'	S 07°12'49" E
C9(out)	11°27'29"	225.00'	45.00'	22.57'	44.92'	S 06°09'22" E
C10	15°20'37"	200.00'	53.56'	26.94'	53.40'	S 07°12'49" E
C10(in)	15°20'37"	175.00'	46.87'	23.57'	46.72'	S 07°12'49" E
C10(out)	15°20'37"	225.00'	60.25'	30.31'	60.07'	S 07°12'49" E
C11	47°20'28"	275.00'	227.22'	120.59'	220.81'	S 24°07'44" W
C11(in)	47°20'28"	250.00'	206.56'	109.59'	200.74'	S 24°07'44" W
C11(out)	47°20'28"	300.00'	247.88'	131.51'	240.89'	S 24°07'44" W
C12	24°11'34"	200.00'	84.45'	42.86'	83.82'	S 59°53'45" W
C12(in)	05°25'29"	175.00'	16.57'	8.29'	16.58'	S 50°30'42" W
C12(out)	77°10'13"	225.00'	303.05'	179.52'	280.65'	S 86°23'04" W
C13	52°58'39"	200.00'	184.93'	99.87'	184.93'	N 81°31'08" W
C13(in)	37°44'39"	175.00'	115.28'	59.82'	113.21'	N 73°54'08" W
C14	35°21'38"	150.00'	92.57'	47.81'	91.11'	N 72°42'38" W
C14(in)	35°21'38"	125.00'	77.14'	39.95'	76.93'	N 72°42'38" W
C14(out)	35°21'38"	175.00'	108.00'	55.78'	106.30'	N 72°42'38" W
C15	90°44'57"	175.00'	277.18'	177.30'	249.10'	N 45°00'59" W
C15(in)	90°44'57"	150.00'	237.88'	149.57'	213.51'	N 45°00'59" W
C15(out)	90°44'57"	200.00'	318.77'	202.63'	284.89'	N 45°00'59" W
C16	05°42'54"	325.00'	32.42'	16.22'	32.40'	N 15°49'34" W
C16(in)	05°42'54"	300.00'	29.92'	14.97'	29.91'	N 15°49'34" W
C16(out)	05°42'54"	350.00'	34.91'	17.47'	34.90'	N 15°49'34" W
C17	70°57'45"	150.00'	185.77'	108.91'	174.12'	N 54°09'45" W
C17(in)	70°57'45"	125.00'	154.81'	88.09'	145.10'	N 54°09'45" W
C17(out)	70°57'45"	175.00'	216.73'	124.73'	203.14'	N 54°09'45" W
C18	105°20'36"	25.00'	45.98'	32.78'	39.78'	S 37°47'12" W
C19	102°40'49"	25.00'	44.80'	31.25'	39.04'	N 38°12'06" W
C20	96°06'52"	25.00'	37.57'	23.36'	34.14'	N 48°29'04" W
C21	87°11'52"	25.00'	38.05'	23.81'	34.48'	S 46°54'34" W
C22	180°00'00"	15.00'	47.12'	N/A	30.00'	N 00°27'30" E
C23	18°15'52"	25.00'	7.10'	3.57'	7.07'	S 82°19'34" W
C24	147°28'17"	5.00'	12.87'	17.14'	9.60'	N 00°27'30" E
C25	18°15'51"	25.00'	7.10'	3.57'	7.07'	S 81°24'34" W
C26	113°48'28"	20.00'	39.73'	30.68'	33.51'	N 89°52'20" W
C27	100°11'39"	20.00'	34.97'	23.92'	30.89'	N 37°07'43" W
C28	90°00'00"	25.00'	39.27'	25.00'	35.38'	N 44°38'30" W
C29	90°00'00"	25.00'	39.27'	25.00'	35.38'	N 45°21'30" E



Surveyor:
 Weihe Engineers, Inc. Allan H. Weihe, President
 10505 North College Avenue
 Indianapolis, Indiana 46280
 Phone: (317) 846-6611

INDEX OF SHEETS



Owner / Subdivider:
 Williams Creek Woods, L.L.C.
 1018 Henley Circle
 Carmel, Indiana 46032
 Phone: (317) 846-4403

Allan H. Weihe, Reg. L.S. Indiana No. 10398

THE WOODS AT WILLIAMS CREEK Secondary Plat

200100084242
Filed for Record in
HAMILTON COUNTY, INDIANA
HARRY L. CLARK
12-19-2001 09:32 am
PLAT 64.00
PC & Slide 720

Northwest corner of the East Half of
the Southeast Quarter of Section 22,
Township 18 North, Range 3 East

North line of the Southeast Quarter of Section 22, Township 18 North, Range 3 East S 89°36'36" W

S 89°36'36" W 1318.02'

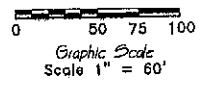
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WETHERBY LAKE
DRIVE

Block "B"

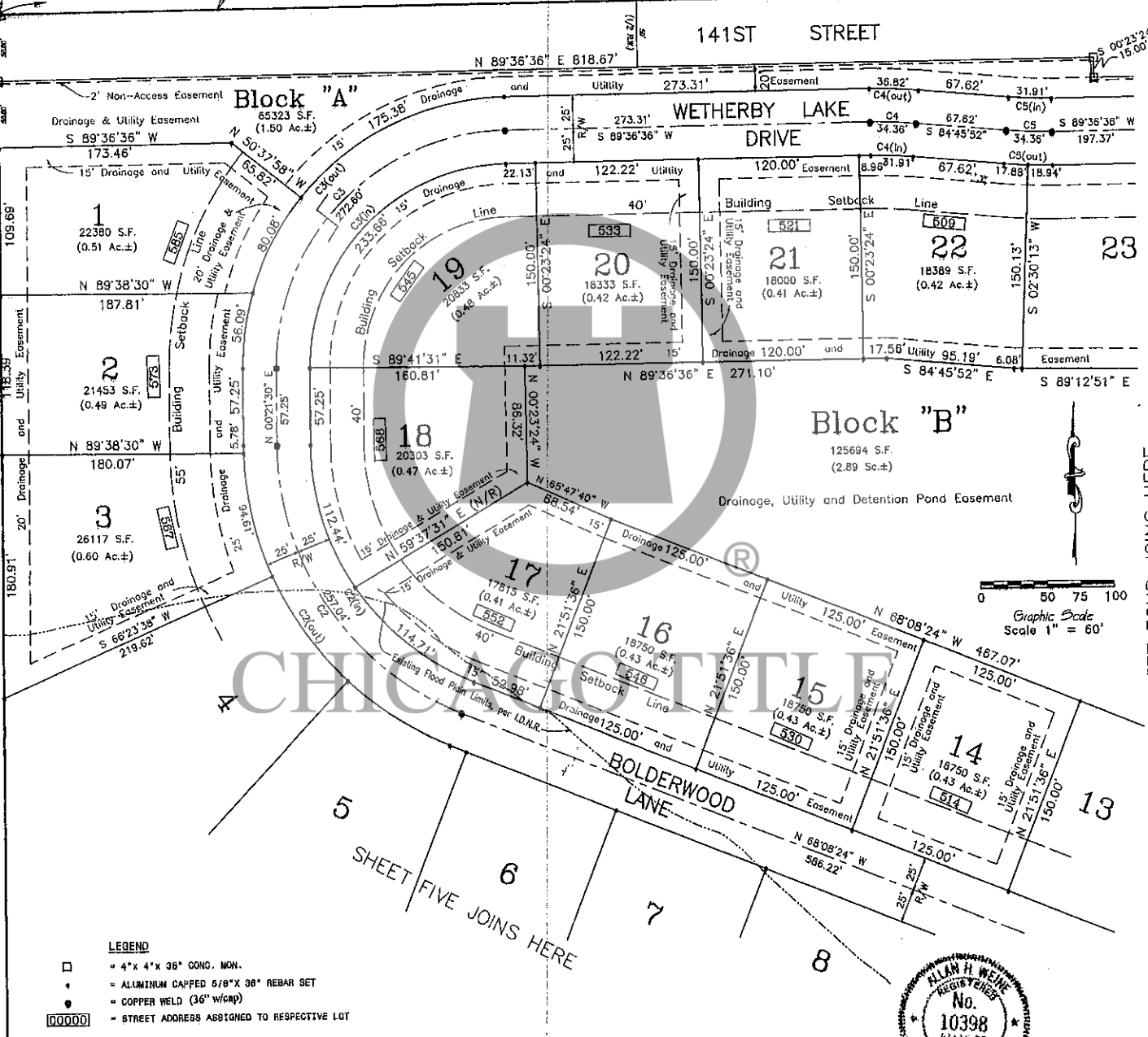
125694 S.F.
(2.89 Ac.±)

Drainage, Utility and Detention Pond Easement



SHEET FOUR JOINS HERE

West line of the East Half of the Southeast Quarter of Section 22, Township 18 North, Range 3 East S 00°21'30" W 2636.96'



- LEGEND**
- 4" x 4" x 36" CONC. MON.
 - ALUMINUM CAPPED 5/8" x 36" REBAR SET
 - COPPER WELD (36" w/cap)
 - 000000 - STREET ADDRESS ASSIGNED TO RESPECTIVE LOT

Owner / Subdivider:
Williams Creek Woods, L.L.C.
1018 Henley Circle
Carmel, Indiana 46032
Phone: (317) 846-4403

Surveyor:
Weihe Engineers, Inc. Allan H. Weihe, President
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Phone: (317) 846-6611



Allan H. Weihe
Allan H. Weihe, Reg. L.S. Indiana No. 10398

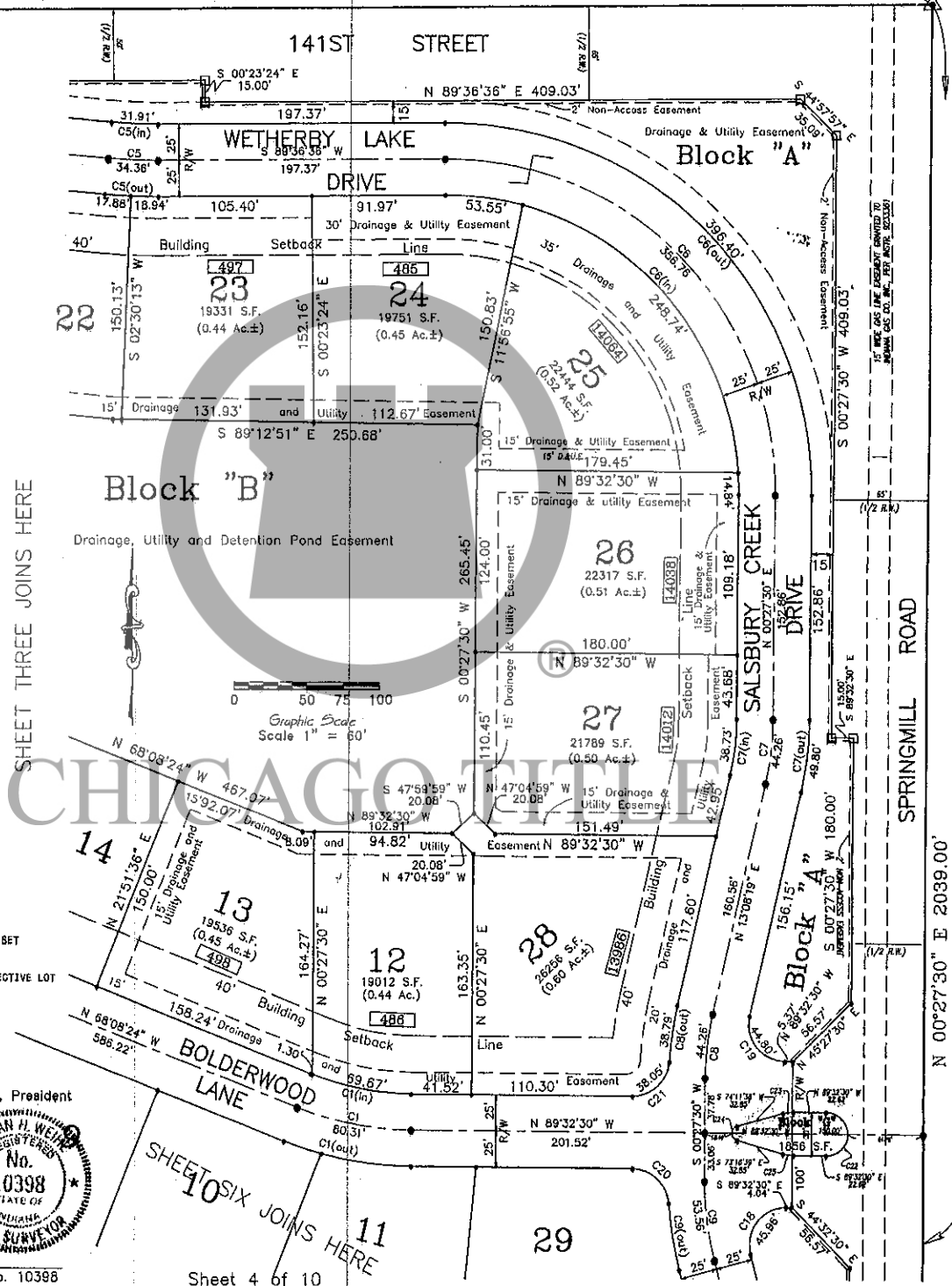
THE WOODS AT WILLIAMS CREEK Secondary Plat

North line of the Southeast Quarter of Section 22, Township 18 North, Range 3 East S 89°36'36" W 1318.02'

Northwest corner of the Southeast Quarter of Section 22, Township 18 North, Range 3 East

900100084242
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L. CLARK
12-19-2001 09:32 a.m.
PLAT 54.00

PCA Slide 780



SHEET THREE JOINS HERE

SHEET SIX JOINS HERE

East line of the Southeast Quarter of Section 22, Township 18 North, Range 3 East N 00°27'30" E (assumed bearing) 2639.00'

- LEGEND**
- = 4"x 4"x 3/8" CONC. MON.
 - = ALUMINUM CAPPED 5/8"x 3/8" REBAR SET
 - = COPPER WELD (3/8" w/cap)
 - 000000 = STREET ADDRESS ASSIGNED TO RESPECTIVE LOT

Surveyor:
Weihe Engineers, Inc. Allan H. Weihe, President
10505 North College Avenue
Indianapolis, Indiana 46280
Phone: (317) 846-6611



Owner / Subdivider:
Williams Creek Woods, L.L.C.
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Allan H. Weihe, Reg. L.S. Indiana No. 10398

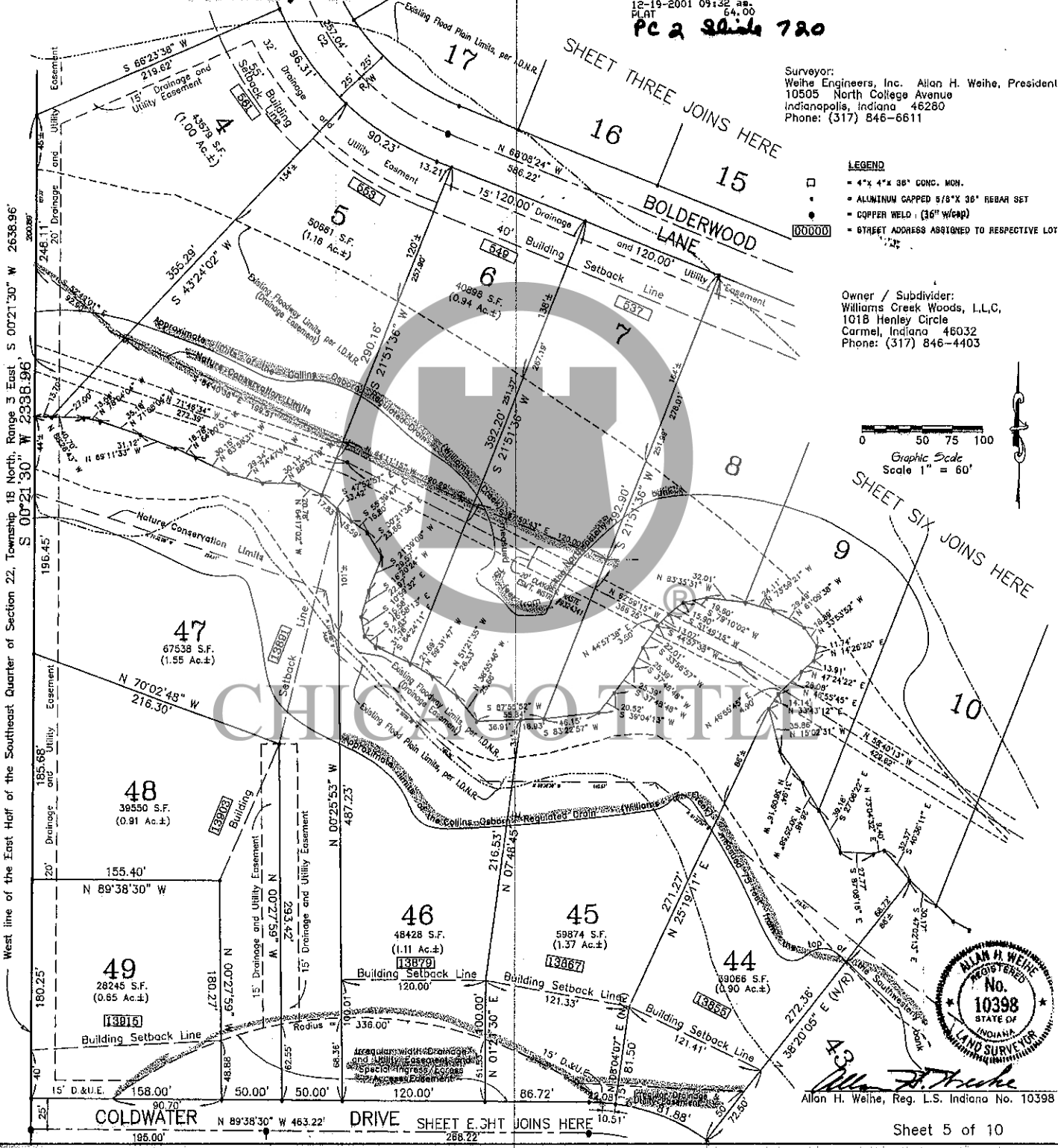
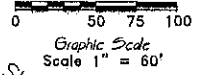
THE WOODS AT WILLIAMS CREEK Secondary Plat

200100084242
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
12-19-2001 09:32 am
PLAT 64.00
PC 2 Slide 720

Surveyor:
Weihe Engineers, Inc. Allan H. Weihe, President
10505 North College Avenue
Indianapolis, Indiana 46280
Phone: (317) 846-6611

- LEGEND**
- = 4" x 4" x 36" CONC. MON.
 - = ALUMINUM GAPPED 5/8" x 36" REBAR SET
 - = COPPER WELD (36" W/400)
 - 80000 = STREET ADDRESS ASSIGNED TO RESPECTIVE LOT

Owner / Subdivider:
Williams Creek Woods, L.L.C.
1018 Henley Circle
Carmel, Indiana 46032
Phone: (317) 846-4403



Allan H. Weihe, Reg. L.S. Indiana No. 10398

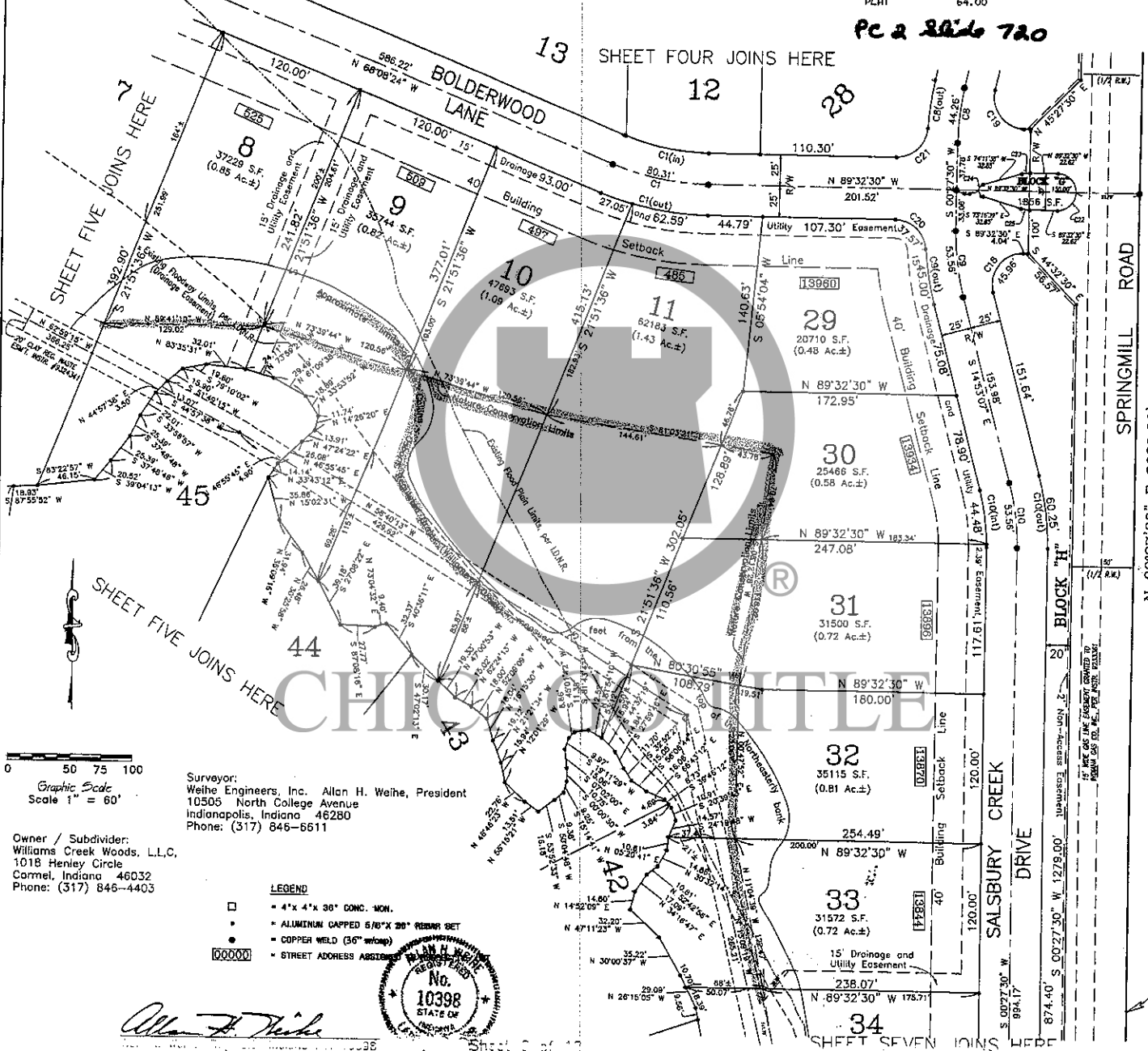
THE WOODS AT WILLIAMS CREEK

Secondary Plat

20010098424
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L. CLARK
 12-19-2001 09:32 av.
 PLAT 64.00

PC 2 Slide 720

13 SHEET FOUR JOINS HERE



East line of the Southeast Quarter of Section 22, Township 18 North, Range 3 East N 00°27'30" E 2039.00'

0 50 75 100
 Graphic Scale
 Scale 1" = 60'

Surveyor:
 Weihe Engineers, Inc. Allan H. Weihe, President
 10505 North College Avenue
 Indianapolis, Indiana 46280
 Phone: (317) 846-6611

Owner / Subdivider:
 Williams Creek Woods, L.L.C.
 1018 Henley Circle
 Carmel, Indiana 46032
 Phone: (317) 846-4403

- LEGEND**
- = 4" x 4" x 30" CONC. MON.
 - = ALUMINUM CAPPED 5/8" x 30" REBAR SET
 - = COPPER WELD (30" wrap)
 - = STREET ADDRESS ARGUMENT



Allan H. Weihe

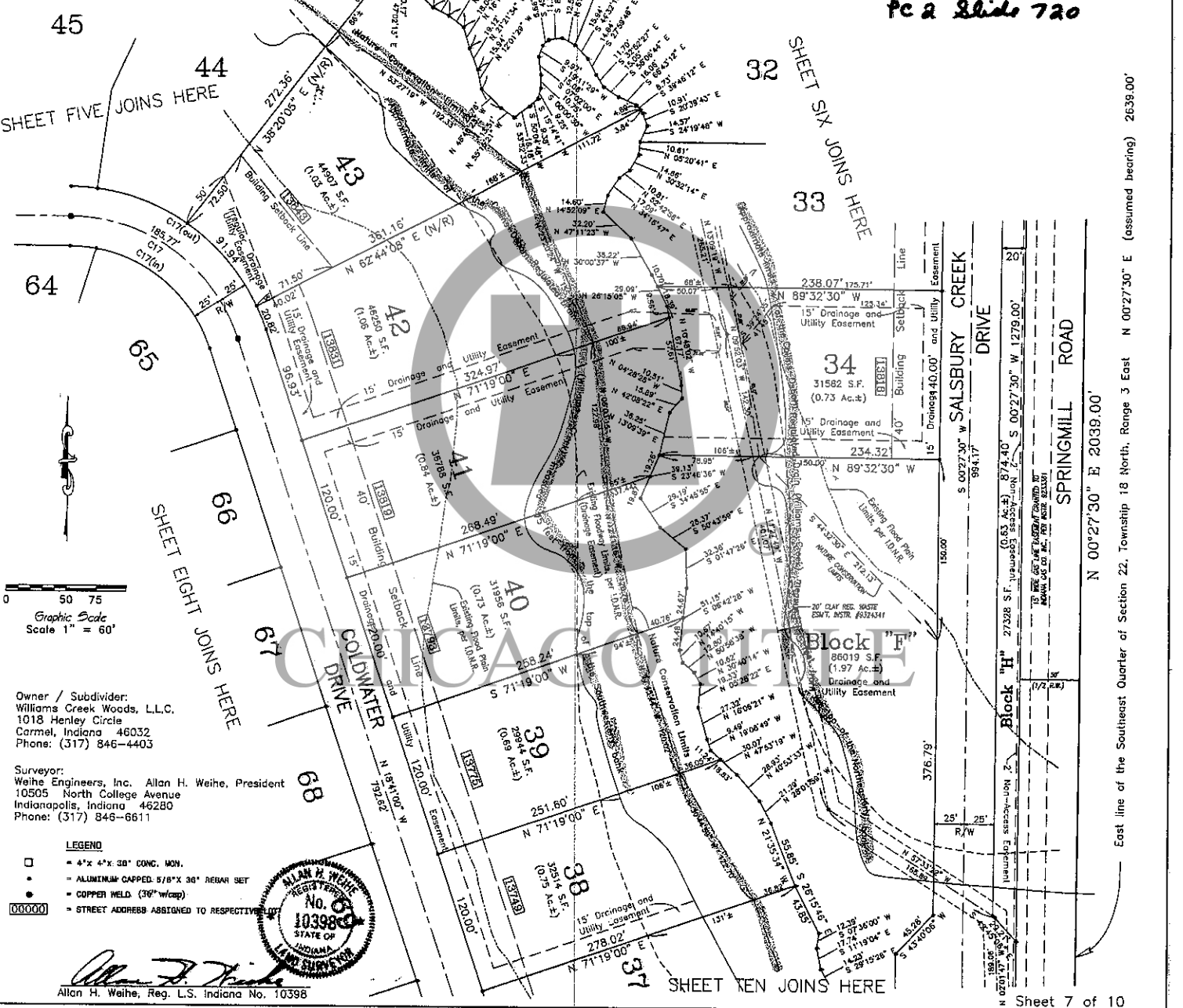
Sheet 2 of 2

THE WOODS AT WILLIAMS CREEK

Secondary Plat

80910094242
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L CLARK
 12-19-2001 09:32 a.m.
 PLAT 64.00

PC 2 Slide 720



50 75
 Graphic Scale
 Scale 1" = 60'

Owner / Subdivider:
 Williams Creek Woods, L.L.C.
 1018 Henley Circle
 Carmel, Indiana 46032
 Phone: (317) 846-4403

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 Weihe Engineers, Inc. Allan H. Weihe, President
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 - = COPPER WELD (36" w/cap)
 - 000000 = STREET ADDRESS ASSIGNED TO RESPECTIVE LOT



Allan H. Weihe, Reg. L.S. Indiana No. 10398

East line of the Southeast Quarter of Section 22, Township 18 North, Range 3 East N 00°27'30" E (assumed bearing) 2638.00'

THE WOODS AT WILLIAMS CREEK

Secondary Plat

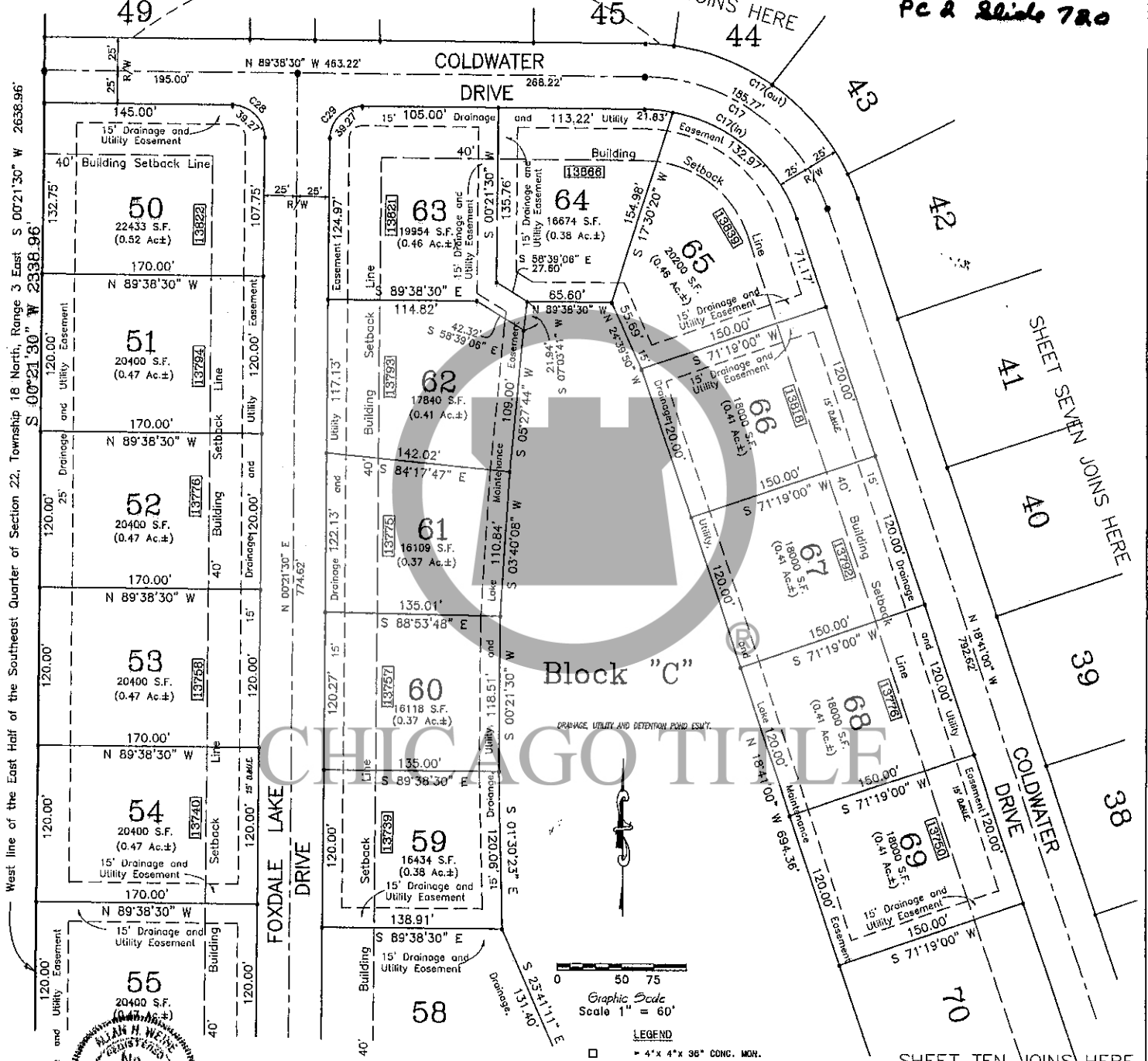
800100084242
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L. CLARK
 12-19-2001 09:32 am
 PLAT 64.00

PC & Slide 780

SHEET FIVE JOINS HERE

SHEET SEVEN JOINS HERE

SHEET TEN JOINS HERE



West line of the East Half of the Southeast Quarter of Section 22, Township 18 North, Range 3 East, S. 00°21'30" W 2638.96'



Allan H. Weihe, Reg. L.S. Indiana No. 10398

Owner / Subdivider:
 Williams Creek Woods, L.L.C.
 1018 Henley Circle
 Carmel, Indiana 46032
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 PLAT 64.00

PC 2 Shilo 720



- LEGEND**
- = 4" x 4" x 38" CONC. MON.
 - = ALUMINUM CAPPED 5/8" x 30" REBAR SET
 - = COPPER WELD (36" w/cap)
 - 000000 = STREET ADDRESS ASSIGNED TO RESPECTIVE LOT

CHICAGO TITLE

INSTRUMENT NUMBER 20000063392

Owner / Subdivider:
 Williams Creek Woods, L.L.C.
 1018 Henley Circle
 Carmel, Indiana 46032
 Phone: (317) 846-4403

Surveyor:
 Weihe Engineers, Inc. Alan H. Weihe, President
 10505 North College Avenue
 Indianapolis, Indiana 46280
 Phone: (317) 846-6611

ALAN H. WEIHE
 REGISTERED
 No. 10398
 STATE OF INDIANA
 LAND SURVEYOR

Alan H. Weihe, Reg. L.S. Indiana No. 10398

THE WOODS AT WILLIAMS CREEK

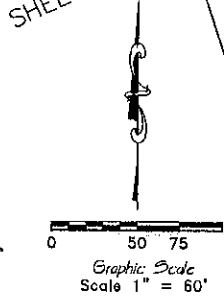
Secondary Plat

200100084242
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L CLARK
 12-19-2001 09:32 a.m.
 PLAT 64.00

PC 2 Slide 720

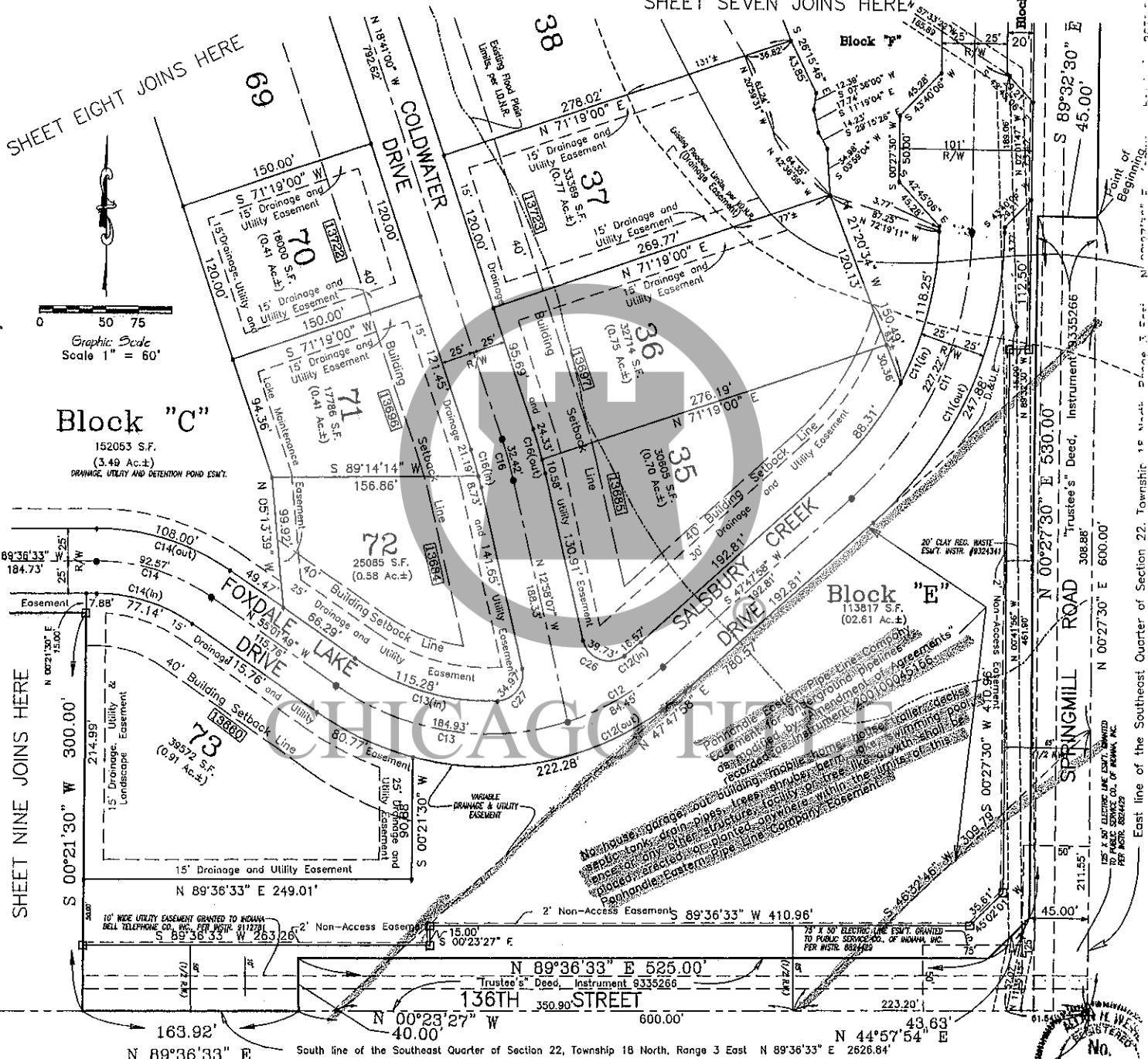
SHEET SEVEN JOINS HERE

SHEET EIGHT JOINS HERE



Block "C"

152053 S.F.
 (3.49 Ac.±)
 DRAINAGE, UTILITY AND DETENTION POND ESMT.



SHEET NINE JOINS HERE

Point of Beginning
 East line of the Southeast Quarter of Section 22, Township 18 North, Range 3 East

Owner / Subdivider:
 Williams Creek Woods, L.L.C.
 1018 Henley Circle
 Carmel, Indiana 46032
 Phone: (317) 846-4403

Surveyor:
 Weihe Engineers, Inc. Allan H. Weihe, President
 10505 North College Avenue
 Indianapolis, Indiana 46280
 Phone: (317) 846-6611

- LEGEND**
- 4" x 4" x 38" CONC. MON.
 - ALUMINUM CAPPED 5/8" x 38" REBAR SET
 - COPPER WELD (36" w/cap)
 - STREET ADDRESS ASSIGNED TO RESPECTIVE LOT

Allan H. Weihe, Reg. L.S. Indiana No. 10398

Sheet 10 of 10



Southeast corner of the Southeast Quarter of Section 22, Township 18 North, Range 3 East

PC 3 / 75
 2002 / 8/17/02
 10/29/02
 1-73
 12

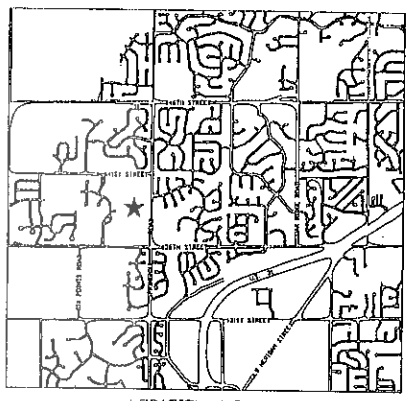
REPLAT OF THE WOODS AT WILLIAMS CREEK Secondary Plat

E00200081175
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L. CLARK
 10-29-2002 11:53 am.
 P.L.A.T. 68.00

I, the undersigned, a registered land surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision prepared under my supervision of a part of the East half of the Southeast Quarter of Section 22, Township 18 North, Range 3 East of the Second Principal Meridian in Clay Township, Hamilton County, Indiana, described as follows:

Instrument No. E00200081175
 P.C. No. 3 Slide No. 75

Commencing at the Southeast corner of the Southeast Quarter of Section 22, Township 18 North, Range 3 East; thence North 00 degrees 27 minutes 30 seconds East (assumed bearing, based upon Indiana State Plane Coordinate System) on the East line of said Southeast Quarter 600.00 feet to the Northeast corner of real estate conveyed to the Board of Commissioners of Hamilton County, Indiana, per a Trustee's Deed recorded as Instrument Number 9335266 in the Office of the Recorder of Hamilton County, Indiana, said corner being also the PLACE OF BEGINNING of the within described real estate; thence continuing North 00 degrees 27 minutes 30 seconds East on the East line of said Southeast Quarter 2039.00 feet to the Northeast corner of said Southeast Quarter; thence South 89 degrees 36 minutes 36 seconds West on the North line of said Southeast Quarter 1318.02 feet to the Northwest corner of the East Half of said Southeast Quarter; thence South 00 degrees 21 minutes 30 seconds West on the West line of the East Half of said Southeast Quarter 2338.11 feet to a point that is 300.00 feet North of Number 200000063392 in said Recorder's Office; thence North 89 degrees 36 minutes 33 seconds East on the North line of said real estate, measured parallel with the South line of said real estate conveyed to the Board of Commissioners of Hamilton County, Indiana, said distance 21 minutes 30 seconds West on the Easterly line of said real estate, measured parallel with the West line of said East half 300.00 feet to the Southwest corner of the aforesaid real estate conveyed to the Board of Commissioners of Hamilton County, Indiana, said corner being 600.00 feet West of the Southeast corner of said Southeast Quarter; thence North 00 degrees 23 minutes 27 seconds West 40.00 feet; (this and the following four courses are on the westerly and northerly perimeter lines of said Board of Commissioners real estate) 1.) thence North 89 degrees 36 minutes 33 seconds East parallel with the South line of said Southeast Quarter 525.00 feet; 2.) thence North 44 degrees 57 minutes 54 seconds East 43.63 feet, by measurement (North 45 degrees 00 minutes 00 seconds East 42.43 feet, by the aforesaid deed) to a point that is on a line that is 45.00 feet west of and parallel with the East line of said Southeast Quarter; 3.) thence North 00 degrees 27 minutes 30 seconds East parallel with the East line of said Southeast Quarter 530.00 feet to the Northwest corner of said real estate; 4.) thence South 88 degrees 32 minutes 30 seconds East 45.00 feet to the place of beginning, containing 74.781 acres, more or less.



- Subject to an easement granted to Indiana Gas Transmission Corporation by Earl Stewart as recorded on page 239 of Miscellaneous Record 32, as now modified by "Amendment of Agreements" document dated June 26, 2001 and recorded July 23, 2001 as Instrument Number 200100045156, all in the Office of the Recorder of Hamilton County, Indiana.
- Subject to an easement granted to Panhandle Eastern Pipeline Company by Earl Stewart as recorded on page 154 of Miscellaneous Record 40, as now modified by "Amendment of Agreements" document dated June 26, 2001 and recorded July 23, 2001 as Instrument Number 200100045156, all in the Office of the Recorder of Hamilton County, Indiana.
- Subject to an easement granted to Panhandle Eastern Pipeline Company by John V. Scott as recorded on page 170 of Miscellaneous Record 68, as now modified by "Amendment of Agreements" document dated June 26, 2001 and recorded July 23, 2001, all in the Office of the Recorder of Hamilton County, Indiana.
- Subject to Electric Line Easements granted to Public Service Company of Indiana, Inc. recorded as Instrument Number 8824429 in the Office of the Recorder of Hamilton County, Indiana.
- Subject to a Utility Easement granted to Indiana Bell Telephone Company, Incorporated, recorded as Instrument Number 9112781 in the Office of the Recorder of Hamilton County, Indiana.
- Subject to a Gas Line Easement granted to Indiana Gas Company, Inc., recorded as Instrument Number 9130680 and as said easement was canceled and superseded by a Gas Line Easement granted to Indiana Gas Company, Inc., recorded as Instrument 9233361, all in the Office of the Recorder of Hamilton County, Indiana.
- Subject to a Sewer Easement granted to Clay Township Regional Waste District, recorded as Instrument Number 9324341 in the Office of the Recorder of Hamilton County, Indiana.
- Subject to all other legal easements and rights-of-way.

This subdivision consists 73 lots, numbered 1 through 73 inclusive, eight areas designated as Blocks A, B, C, D, E, F, G, and H, together with streets, all as shown on the within plat. The size of the lots, blocks and the width of the street rights-of-way is shown in figures denoting feet and decimal parts thereof.

Witness my signature this 25th day of September, 2002

Alan H. Wehner
 Alan H. Wehner, Reg. L.S. - Indiana No. 10398



CARMEL TITLE

Under the authority provided by Indiana Code 36-7-4-710, and ordinance adopted by the Common Council of the City of Carmel, Indiana, this plat was given approval by the City of Carmel, Indiana as follows:

Granted Administrative approval by the Department of Community Services pursuant to Article XI of the Carmel/Clay Plan Commission Rules of Procedure on the 11th day of October, 2002.

By: *Michael P. Dillibaugh*
 Michael P. Dillibaugh, Director
 Department of Community Services
 For the City of Carmel, Indiana

Under the authority provided by Chapter 47, Acts of 1951, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, this plat was given approval by the Board of Commissioners.

Plat approved: 10-28-02
 Board of Commissioners of Hamilton County, Indiana

Sharon R. Clark
 Sharon R. Clark, President

Steven A. Holt
 Steven A. Holt, Member

Steven C. Dillenger
 Steven C. Dillenger, Member

Robin Mills
 (attest) Robin Mills, Auditor

DULY ENTERED FOR RECORDED
 Subject to final acceptance for transfer
29 day of October, 2002
Alan H. Wehner
 Alan H. Wehner, Surveyor of Hamilton County
 Parcel # _____

This instrument prepared for:
 Williams Creek Woods, LLC
 (Owner and Developer)
 101B Henley Circle
 Carmel, Indiana 46032
 Phone: (317) 846-4403

SURVEYOR
WEHNER ENGINEERS, INC.
 ALAN H. WEHNER
 REGISTERED CIVIL ENGINEER
 REGISTERED LAND SURVEYOR
 PRESIDENT

1000 NORTH COLLEGE AVENUE
 CARMEL, INDIANA 46032
 TEL: (317) 846-4403 FAX: (317) 846-4404
 TOLL FREE (800) 458-5108

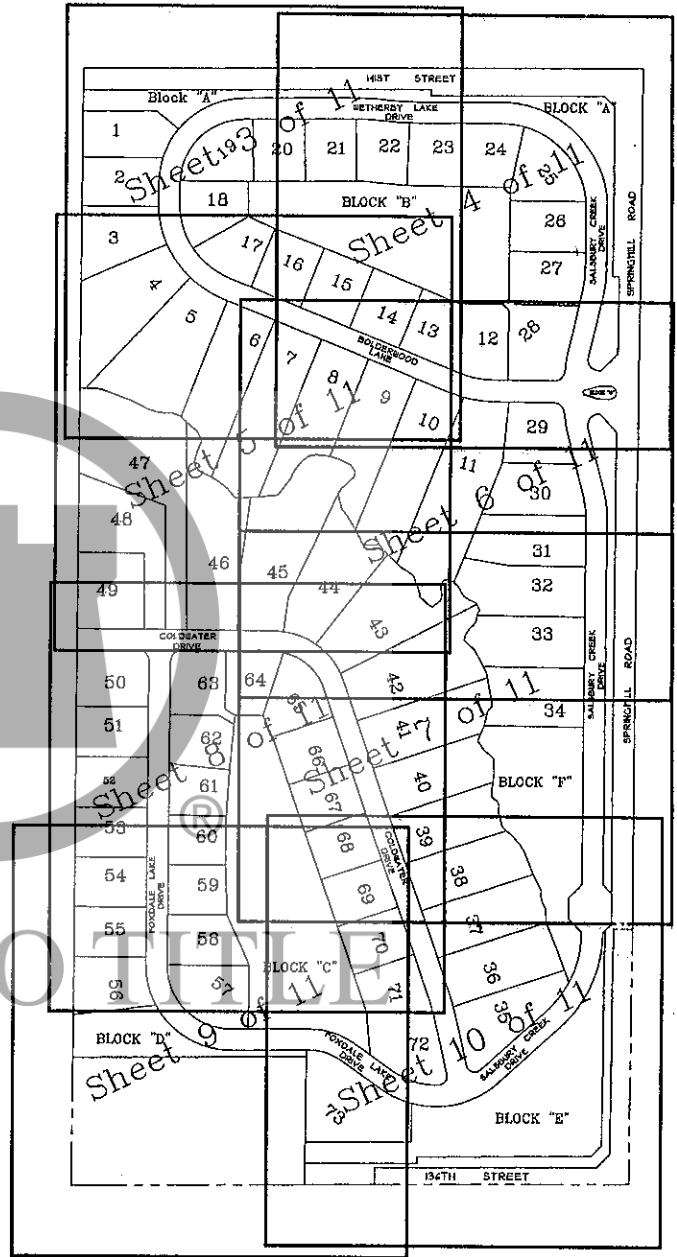
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS • LANDSCAPE ARCHITECTS

REPLAT OF THE WOODS AT WILLIAMS CREEK Secondary Plat

Instrument No. 200200051175
P.C. No. 3 Slide No. 15

200200051175
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
10-29-2002 11:53 am
PLAT 68.00

Number	CURVE		DATA		BOX	
	Delta	Radius	Arc	Tangent	Chord	Chd. Brg.
C1	21'24'06"	215.00'	80.31'	40.63'	79.84'	N 78°50'27" W
C1(in)	21'24'06"	190.00'	70.97'	35.90'	70.58'	N 78°50'27" W
C1(out)	21'24'06"	240.00'	89.65'	45.35'	89.13'	N 78°50'27" W
C2	68'29'54"	215.00'	257.04'	146.38'	242.00'	N 33°53'27" W
C2(in)	68'29'54"	190.00'	227.15'	129.36'	213.88'	N 33°53'27" W
C2(out)	68'29'54"	240.00'	286.93'	163.41'	270.14'	N 33°53'27" W
C3	89'15'06"	175.00'	272.60'	172.73'	245.87'	N 44°59'03" E
C3(in)	89'15'06"	150.00'	233.66'	148.05'	210.74'	N 44°59'03" E
C3(out)	89'15'06"	200.00'	311.55'	197.40'	280.99'	N 44°59'03" E
C4	05'37'32"	350.00'	34.36'	17.20'	34.35'	S 87°34'38" E
C4(in)	05'37'32"	325.00'	31.91'	15.98'	31.90'	S 87°34'38" E
C4(out)	05'37'32"	375.00'	36.82'	18.42'	36.80'	S 87°34'38" E
C5	05'37'32"	350.00'	34.36'	17.20'	34.35'	S 87°34'38" E
C5(in)	05'37'32"	325.00'	31.91'	15.98'	31.90'	S 87°34'38" E
C5(out)	05'37'32"	375.00'	36.82'	18.42'	36.80'	S 87°34'38" E
C6	90°50'54"	225.00'	356.76'	228.36'	320.54'	S 44°57'57" E
C6(in)	90°50'54"	200.00'	317.12'	202.98'	284.93'	S 44°57'57" E
C6(out)	90°50'54"	250.00'	396.40'	253.73'	356.17'	S 44°57'57" E
C7	12°40'49"	200.00'	44.26'	22.22'	44.17'	S 06°47'54" W
C7(in)	12°40'49"	175.00'	38.73'	19.44'	38.65'	S 06°47'54" W
C7(out)	12°40'49"	225.00'	49.80'	25.00'	38.65'	S 06°47'54" W
C8	12°40'49"	200.00'	44.26'	22.22'	44.17'	S 06°47'54" W
C8(out)	09°52'41"	225.00'	38.79'	19.44'	38.74'	S 08°11'58" W
C9	15°20'37"	200.00'	53.56'	26.94'	53.40'	S 07°12'49" E
C9(out)	11°27'29"	225.00'	45.00'	22.57'	44.92'	S 09°09'22" E
C10	15°20'37"	200.00'	53.56'	26.94'	53.40'	S 07°12'49" E
C10(in)	15°20'37"	175.00'	46.87'	23.57'	46.72'	S 07°12'49" E
C10(out)	15°20'37"	225.00'	60.25'	30.31'	60.07'	S 07°12'49" E
C11	47°20'28"	275.00'	227.22'	120.55'	220.81'	S 24°07'44" W
C11(in)	47°20'28"	250.00'	206.56'	103.99'	200.74'	S 24°07'44" W
C11(out)	47°20'28"	300.00'	247.88'	131.51'	240.89'	S 24°07'44" W
C12	24°11'34"	200.00'	84.45'	42.86'	83.82'	S 59°53'45" W
C12(in)	05°25'29"	175.00'	16.57'	8.29'	16.56'	S 50°30'42" W
C12(out)	77°10'13"	225.00'	303.05'	179.52'	280.65'	S 86°23'04" W
C13	52°58'39"	200.00'	184.93'	99.67'	184.93'	N 81°31'08" W
C13(in)	37°44'39"	175.00'	115.28'	59.82'	113.21'	N 73°54'09" W
C14	35°21'38"	150.00'	92.57'	47.81'	91.11'	N 72°42'38" W
C14(in)	35°21'38"	125.00'	77.14'	39.95'	75.93'	N 72°42'38" W
C14(out)	35°21'38"	175.00'	108.00'	55.78'	106.30'	N 72°42'38" W
C15	90°44'57"	175.00'	277.18'	177.30'	249.10'	N 45°00'59" W
C15(in)	90°44'57"	150.00'	237.58'	151.97'	213.51'	N 45°00'59" W
C15(out)	90°44'57"	200.00'	316.77'	202.63'	284.69'	N 45°00'59" W
C16	05°42'54"	325.00'	32.42'	16.22'	32.40'	N 15°49'34" W
C16(in)	05°42'54"	300.00'	29.92'	14.97'	29.91'	N 15°49'34" W
C16(out)	05°42'54"	350.00'	34.91'	17.47'	34.90'	N 15°49'34" W
C17	70°57'45"	150.00'	185.77'	106.91'	174.12'	N 54°09'45" W
C17(in)	70°57'45"	125.00'	154.81'	89.09'	145.10'	N 54°09'45" W
C17(out)	70°57'45"	175.00'	216.73'	124.73'	203.14'	N 54°09'45" W
C18	105°20'36"	25.00'	46.96'	32.78'	39.78'	S 37°47'12" W
C19	102°40'48"	25.00'	44.80'	31.25'	39.04'	N 38°12'06" W
C20	86°06'52"	25.00'	37.57'	23.36'	34.14'	N 46°29'04" W
C21	87°11'52"	25.00'	38.05'	23.81'	34.48'	S 46°54'34" W
C22	180°00'00"	15.00'	47.12'	N/A	30.00'	N 00°27'30" E
C23	16°15'52"	25.00'	7.10'	3.57'	7.07'	S 82°19'34" W
C24	147°28'17"	5.00'	12.87'	17.14'	9.60'	N 00°27'30" E
C25	16°15'51"	25.00'	7.10'	3.57'	7.07'	S 81°24'34" E
C26	113°48'26"	20.00'	39.73'	30.68'	33.51'	N 69°52'20" W
C27	100°11'39"	20.00'	34.97'	23.92'	30.89'	N 37°07'43" W
C28	90°00'00"	25.00'	39.27'	25.00'	35.36'	N 44°38'30" W
C29	90°00'00"	25.00'	39.27'	25.00'	35.36'	N 45°21'30" E



INDEX OF SHEETS
(NO SCALE)



Allan H. Weihe
Allan H. Weihe, Reg. L.S. Indiana No. 10398

This instrument prepared for:
Williams Creek Woods, LLC
(Owner and Developer)
1018 Henley Circle
Carmel, Indiana 46032
Phone: (317) 846-4403

SURVEYOR
WEIHE ENGINEERS, INC.

ALLAN H. WEIHE
REGISTERED CIVIL ENGINEER
REGISTERED LAND SURVEYOR
PRESIDENT

1018 HENLEY CIRCLE
CARMEL, INDIANA 46032
PHONE: (317) 846-4403

CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS • LANDSCAPE ARCHITECTS

REPLAT OF THE WOODS AT WILLIAMS CREEK Secondary Plat

Instrument No. 20020008175
 No. 3 Slide No. 75

20020008175
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L. CLARK
 10-29-2002 11:53 a.m.
 PLAT 68.00

Northwest corner of the East Half of the Southeast Quarter of Section 22, Township 18 North, Range 3 East

North line of the Southwest Quarter of Section 22, Township 18 North, Range 3 East, S 89°36'36" W

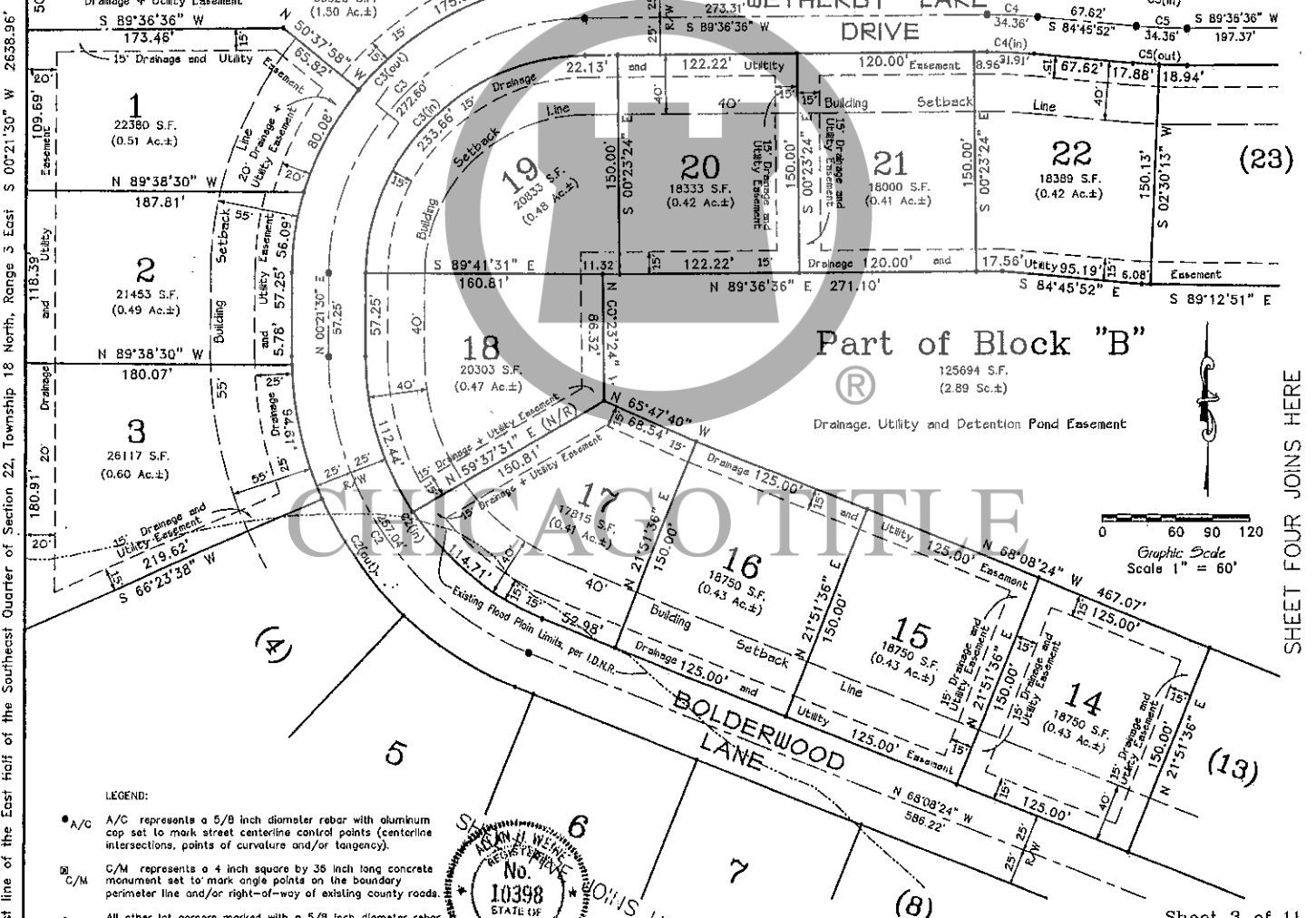
S 89°36'36" W 1318.02'

141ST STREET

N 89°36'36" E 818.67'

Block "A"
 65323 S.F.
 (1.50 Ac.±)

WETHERBY LAKE DRIVE



Part of Block "B"
 125694 S.F.
 (2.89 Ac.±)

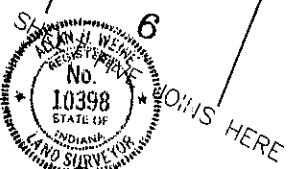
Drainage, Utility and Detention Pond Easement

0 60 90 120
 Graphic Scale
 Scale 1" = 60'

SHEET FOUR JOINS HERE

LEGEND:

- A/C represents a 5/8 inch diameter rebar with aluminum cap set to mark street centerline control points (centerline intersections, points of curvature and/or tangency).
- C/M represents a 4 inch square by 35 inch long concrete monument set to mark angle points on the boundary perimeter line and/or right-of-way of existing county roads.
- All other lot corners marked with a 5/8 inch diameter rebar with plastic cap stamped Weihe Engr. L50012.



Allan H. Weihe, Reg. L.S. Indiana No. 10398

This instrument prepared for:
 Williams Creek Woods, LLC
 (Owner and Developer)
 1018 Henley Circle
 Carmel, Indiana 46032
 Phone: (317) 846-4403

SURVEYOR
WEIHE ENGINEERS, INC.
 ALLAN H. WEIHE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 INDIANA
 1000 NORTH COLLEGE AVENUE
 INDIANAPOLIS, INDIANA 46202
 (317) 846-4403 FAX (317) 846-4404
 TOLL-FREE (800) 484-8144

Sheet 3 of 11

REPLAT OF THE WOODS AT WILLIAMS CREEK Secondary Plat

Northwest corner of the Southeast Quarter of Section 22, Township 18 North, Range 3 East

North line of the Southeast Quarter of Section 22, Township 18 North, Range 3 East S 89°36'36" W 1318.02'

200200081175
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L. CLARK
10-29-2002 11:53 AM
PLAT 68.00

Instrument No. 200200081175
P.C. No. 3 Slide No. 15

SHEET THREE JOINS HERE

CHICAGO TITLE

SHEET SIX JOINS HERE

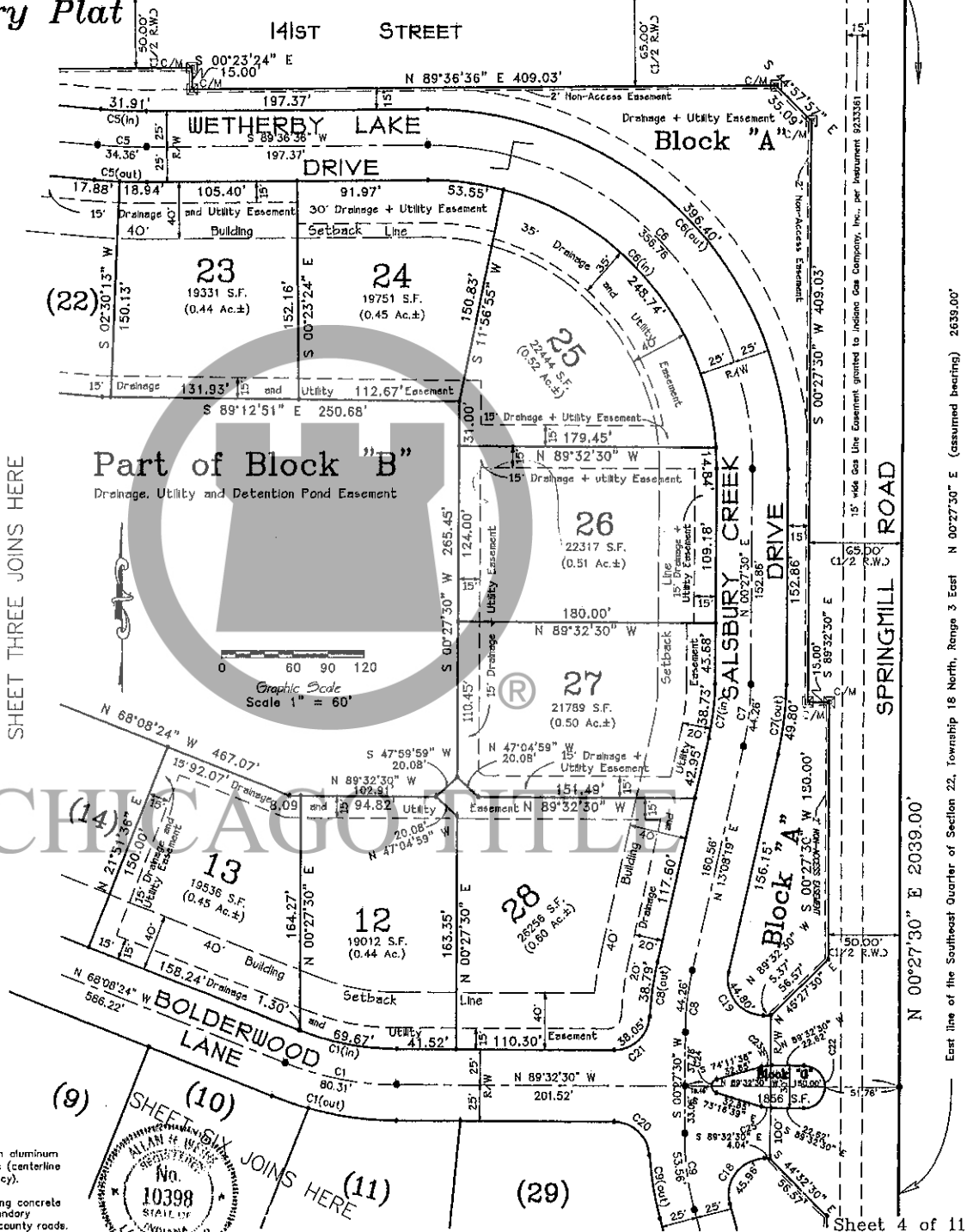
- LEGEND:**
- A/C A/C represents a 5/8 inch diameter rebar with aluminum cap set to mark street centerline; control points (centerline intersections, points of curvature and/or tangency).
 - C/M C/M represents a 4 inch square by 36 inch long concrete monument set to mark angle points on the boundary perimeter line and/or right-of-way of existing county roads.
 - All other lot corners marked with a 5/8 inch diameter rebar with plastic cap stamped Weihe Engr. LS0012.

No. 10398
STAMP OF
ALLAN H. WEIHE
REGISTERED CIVIL ENGINEER
INDIANA
LEAD SHEET FOR
RECORDING

Allan H. Weihe
Allan H. Weihe, Reg. L.S. Indiana No. 10398

This instrument prepared for:
Williams Creek Woods, LLC
(Owner and Developer)
1018 Hanley Circle
Carmel, Indiana 46032
Phone: (317) 846-4403

SURVEYOR
WEIHE ENGINEERS, INC.
REGISTERED CIVIL ENGINEER
ALLAN H. WEIHE
1800 NORTH COLLIER AVENUE
INDIANAPOLIS, INDIANA 46204
(317) 810-2441 FAX (317) 810-2648
WWW.WEIHEENGINEERS.COM
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS • LANDSCAPE ARCHITECTS



East line of the Southeast Quarter of Section 22, Township 18 North, Range 3 East N 00°27'30" E (assumed bearing) 2639.00'

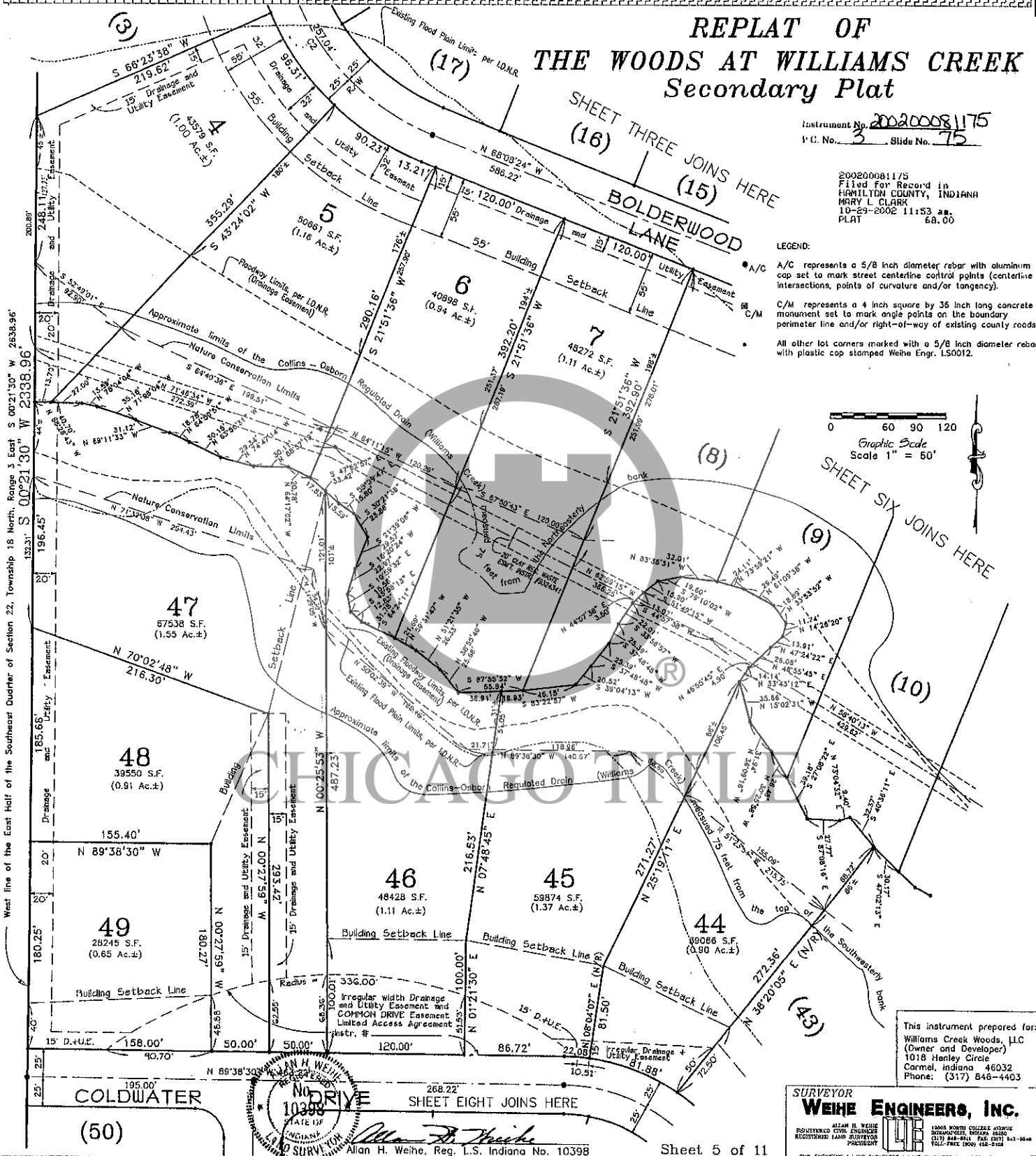
REPLAT OF THE WOODS AT WILLIAMS CREEK Secondary Plat

Instrument No. 200200081175
 I.C. No. 3 Slide No. 75

200200081175
 Filed For Record in
 HAMILTON COUNTY, INDIANA
 MARY L. CLARK
 10-29-2002 11:53 am
 PLAT 68.00

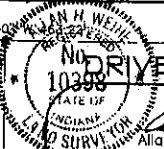
LEGEND:
 ● A/C
 ■ C/M
 A/C represents a 5/8 inch diameter rebar with aluminum cap set to mark street centerline control points (centerline intersections, points of curvature and/or tangency).
 C/M represents a 4 inch square by 36 inch long concrete monument set to mark angle points on the boundary perimeter line and/or right-of-way of existing county roads.
 All other lot corners marked with a 5/8 inch diameter rebar with plastic cap stamped Weihe Engr. LS0012.

0 60 90 120
 Graphic Scale
 Scale 1" = 60'



This instrument prepared for:
 Williams Creek Woods, LLC
 (Owner and Developer)
 1018 Henley Circle
 Carmel, Indiana 46032
 Phone: (317) 846-4403

SURVEYOR
WEIHE ENGINEERS, INC.
 ALLAN H. WEIHE
 REGISTERED CIVIL ENGINEER
 LICENSE NO. 10398
 1864 NORTH COLLEGE AVENUE
 BROWNSVILLE, INDIANA 46100
 (317) 844-4411 FAX (317) 843-0644
 TOLL-FREE 800-458-2148
 CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS • LANDSCAPE ARCHITECTS

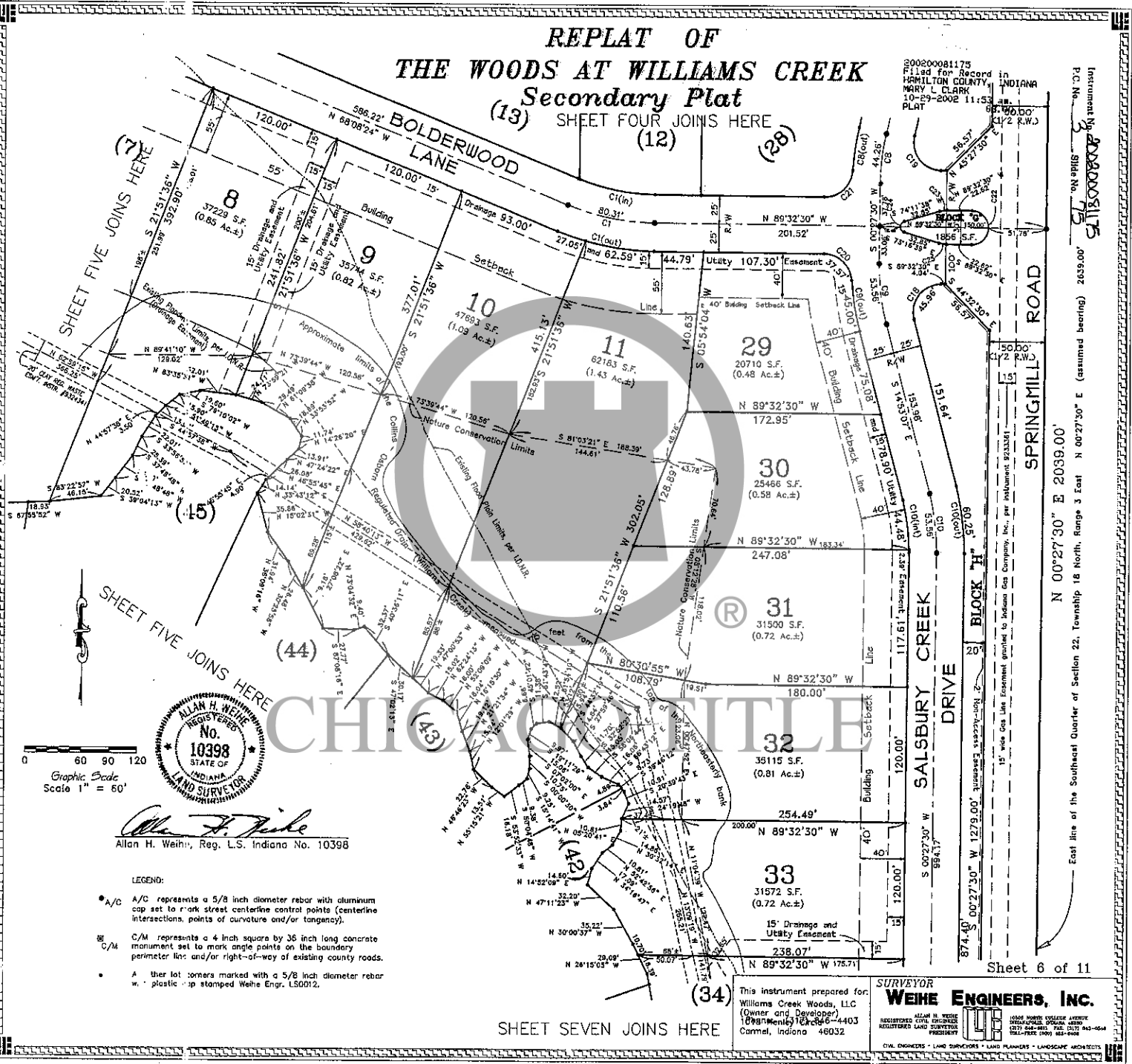


Allan H. Weihe, Reg. L.S. Indiana No. 10398

**REPLAT OF
THE WOODS AT WILLIAMS CREEK
Secondary Plat
(13) SHEET FOUR JOINS HERE (12) (38)**

200200081175
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L. CLARK
10-29-2002 11:53
PLAT

Instrument No. 200200081175
Slide No. 15



East line of the Southeast Quarter of Section 22, Township 18 North, Range 3 East N 00°27'30" E 2039.00'

Sheet 6 of 11

SHEET FIVE JOINS HERE



Allan H. Wehr
Allan H. Wehr, Reg. L.S. Indiana No. 10398

Graphic Scale
Scale 1" = 50'

- LEGEND:
- A/C A/C represents a 5/8 inch diameter rebar with aluminum cap set to mark street centerline control points (centerline intersections, points of curvature and/or tangency).
 - C/M C/M represents a 4 inch square by 36 inch long concrete monument set to mark angle points on the boundary perimeter line and/or right-of-way of existing county roads.
 - A other lot corners marked with a 5/8 inch diameter rebar w/ plastic cap stamped Wehr Engr. LS0012.

This instrument prepared for:
Williams Creek Woods, LLC
(Owner and Developer)
10 Parkmenley | 636-946-4403
Carmel, Indiana 46032

SURVEYOR
WEIHER ENGINEERS, INC.
ALLAN H. WEIHER
REGISTERED CIVIL ENGINEER
REGISTERED LAND SURVEYOR
REGISTERED PROFESSIONAL FORESTER
1000 NORTH COLLEGE AVENUE
INDIANAPOLIS, INDIANA 46202
(317) 544-9441 FAX: (317) 544-9444
WWW.WEHEI.COM 46-0046
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS • LANDSCAPE ARCHITECTS

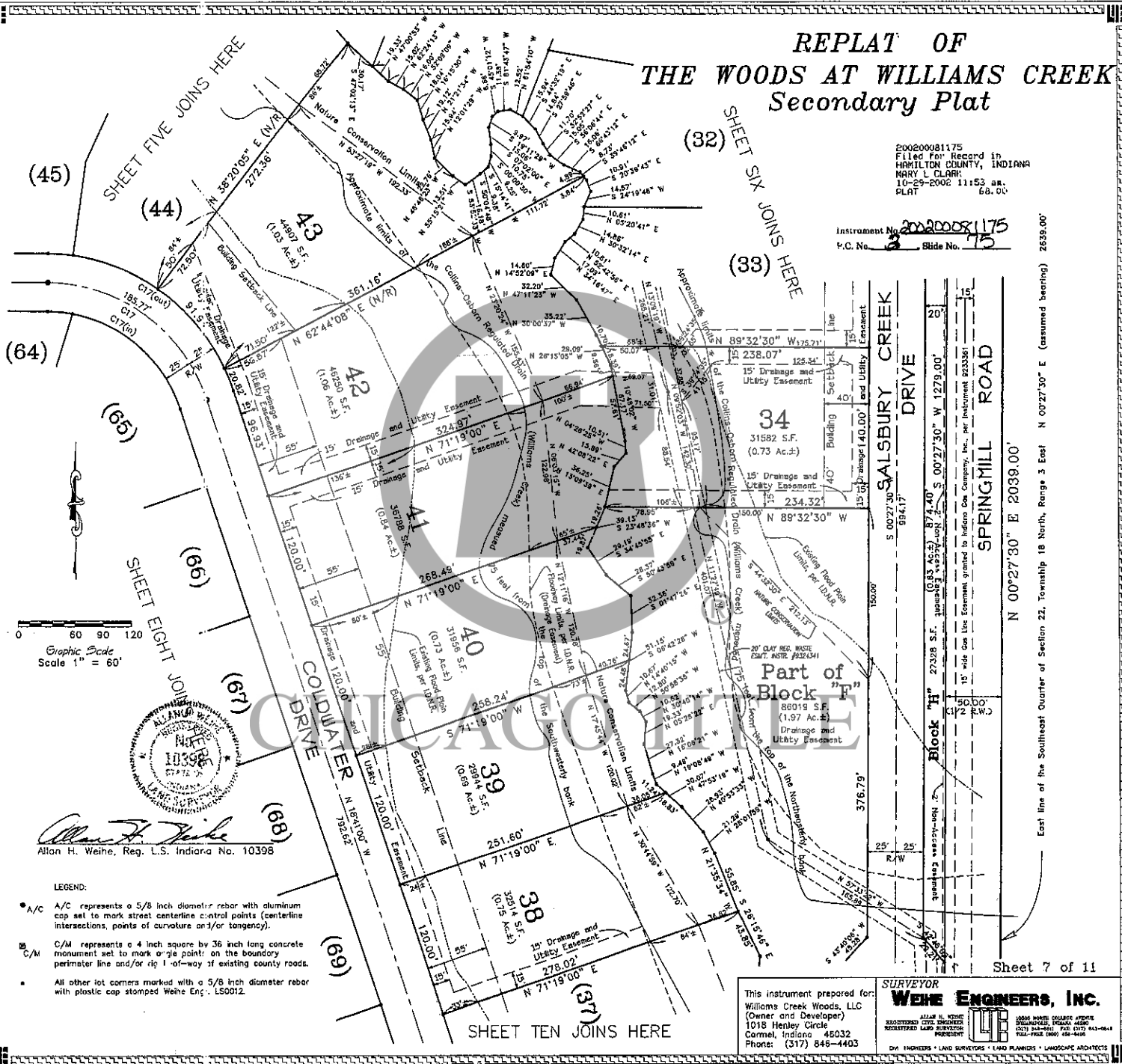
SHEET SEVEN JOINS HERE

REPLAT OF THE WOODS AT WILLIAMS CREEK Secondary Plat

20020081175
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L. CLARK
10-29-2002 11:53 a.m.
PLAT 68.00

Instrument No. 20020081175
P.C. No. 3 Slide No. 15

East line of the Southeast Quarter of Section 22, Township 18 North, Range 3 East N 00°27'30" E (assumed bearing) 2638.00'



(45)

(44)

(32)

(33)

(64)

(65)

(66)

(67)

(68)

(69)

(37)

Sheet 7 of 11

Graphic Scale
Scale 1" = 60'



Allan H. Wehe, Reg. L.S. Indiana No. 10398

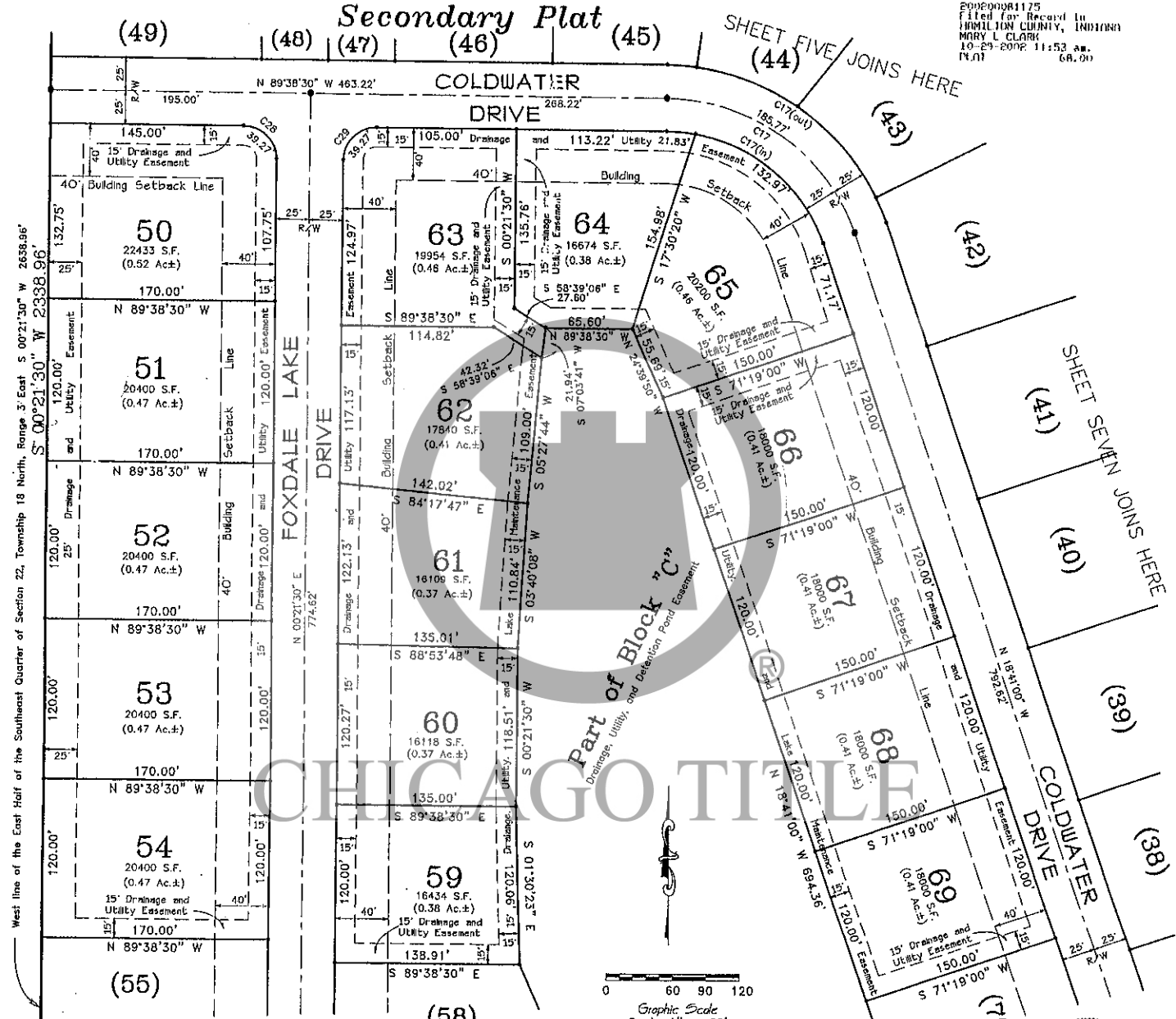
- LEGEND:
- A/C A/C represents a 5/8 inch diameter rebar with aluminum cap set to mark street centerline control points (centerline intersections, points of curvature and/or tangency).
 - C/M C/M represents a 4 inch square by 36 inch long concrete monument set to mark a 'T' point on the boundary perimeter line and/or a 'T' of-way if existing county roads.
 - All other lot corners marked with a 5/8 inch diameter rebar with plastic cap stamped Wehe Eng., LS0012.

This instrument prepared for:
Williams Creek Woods, LLC
(Owner and Developer)
1018 Henley Circle
Carmel, Indiana 46032
Phone: (317) 846-4403

SURVEYOR
WEHE ENGINEERS, INC.
ALLAN H. WEHE
REGISTERED CIVIL ENGINEER
REGISTERED LAND SURVEYOR
PROFESSIONAL PHOTOGRAPHER
10066 HAVEN COLLEGE AVENUE
BLOOMINGTON, INDIANA 47403
(317) 344-9911 FAX (317) 843-0548
FOLLY, INDIANA 46044
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS • LANDSCAPE ARCHITECTS

REPLAT OF THE WOODS AT WILLIAMS CREEK Secondary Plat

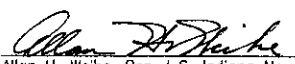
Instrument No. 200200081175
 C.C. No. 3 Slide No. 75
 200200081175
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L. CLARK
 10-29-2002 11:53 AM
 P.M. (6.0)



SHEET NINE JOINS HERE

SHEET TEN JOINS HERE

- LEGEND:
- A/C A/C represents a 5/8 inch diameter rebar with aluminum cap set to mark street center line control points (centerline intersections, points of curvature and/or tangency).
 - C/M C/M represents a 4 inch square by 36 inch long concrete monument set to mark angle points on the boundary perimeter line and/or right-of-way of existing county roads.
 - All other lot corners marked with a 5/8 inch diameter rebar with plastic cap stamped Weihe Engr. LS0012.


 Allan H. Weihe, Reg. L.S. Indiana No. 10398 Sheet 8 of 1

This instrument prepared for:
Williams Creek Woods, LLC
 (Owner and Developer)
 1018 Hantley Circle
 Carmel, Indiana 46032
 Phone: (317) 846-4403

SURVEYOR
WEIHE ENGINEERS, INC.
ALLAN H. WEIHE
 REGISTERED CIVIL ENGINEER
 REGISTERED LAND SURVEYOR
 FOUNDED 1978

1006 NORTH COLLEGE AVENUE
 INDIANAPOLIS, INDIANA 46202
 (317) 846-2011 FAX (317) 846-2044
 WWW.WEIHE.COM 1984-2004

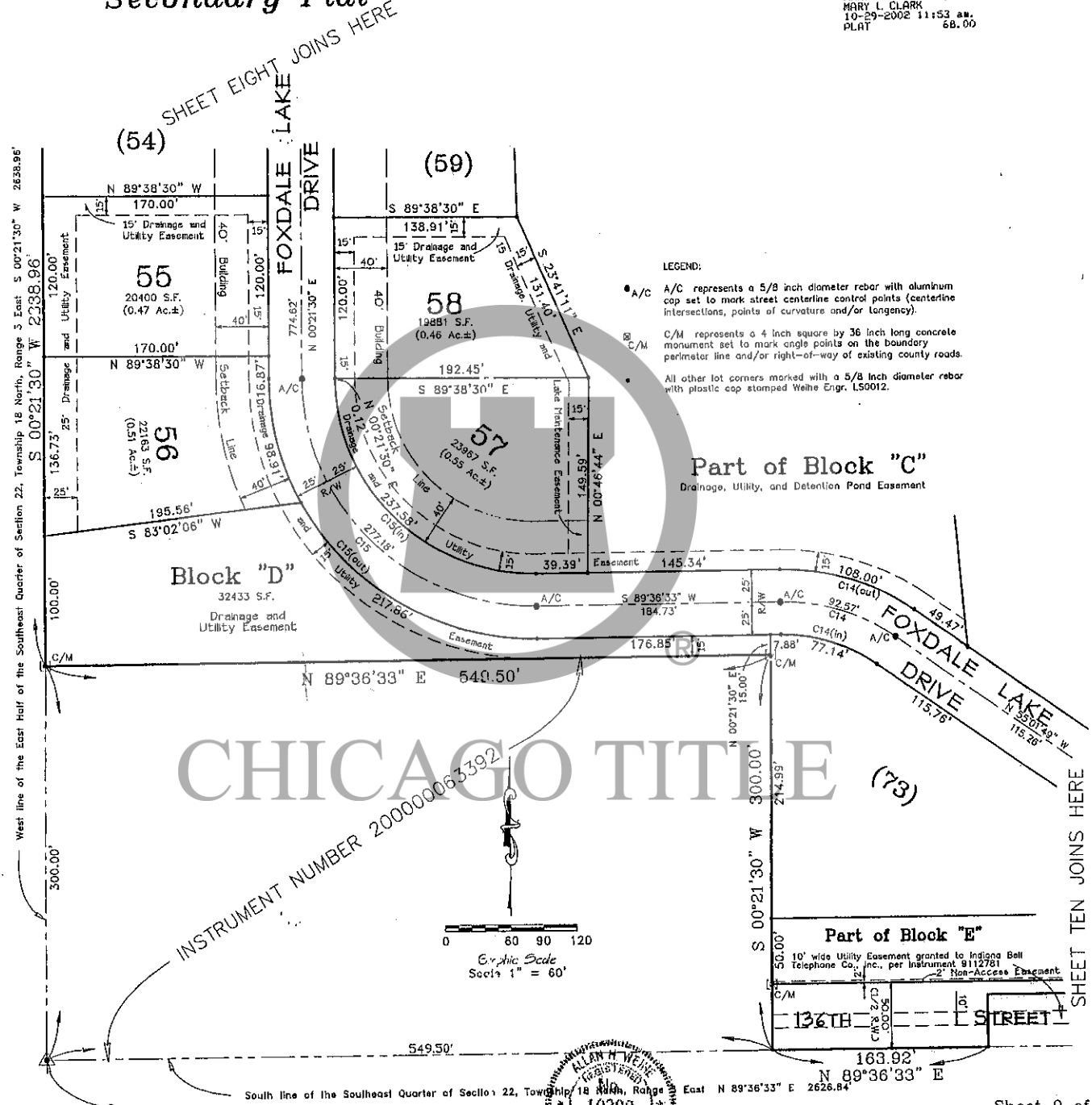
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REPLAT OF THE WOODS AT WILLIAMS CREEK Secondary Plat

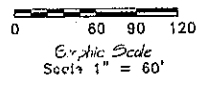
Instrument No. **20020081175**
P.C. No. **3**, Slide No. **75**

20020081175
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L. CLARK
10-29-2002 11:53 am.
PLAT 88.00



CHICAGO TITLE

INSTRUMENT NUMBER 20000063392



Allan H. Weihe, Reg. L.S. Indiana No. 10398

This instrument prepared for:
Williams Creek Woods, LLC
(Owner and Developer)
1018 Henley Circle
Carmel, Indiana 46032
Phone: (317) 846-4403

SURVEYOR
WEIHE ENGINEERS, INC.
ALLAN H. WEIHE
REGISTERED CIVIL ENGINEER
REGISTERED LAND SURVEYOR
PRESIDENT
10500 NORTH COLLEGE AVENUE
BOSCHVILLE, INDIANA 46030
(317) 846-4403 FAX: (317) 813-0214
TOLL-FREE (800) 458-9148
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS • LANDSCAPE ARCHITECTS

West line of the East Half of the Southeast Quarter of Section 22, Township 18 North, Range 3 East, S 00°21'30" W 26538.96'

SHEET TEN JOINS HERE

SHEET EIGHT JOINS HERE

Instrument No. 1002008175
P.C. No. 3 Slide No. 175

2002008175
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY J. CLARK
10-29-2002 11:53 am.
PLAT 68.00

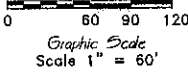
REPLAT OF THE WOODS AT WILLIAMS CREEK Secondary Plat

SHEET SEVEN JOINS HERE

LEGEND:

- A/C represents a 5/8 inch diameter rebar with alum. cap set to mark street centerline control points (curve-line intersections, points of curvature and/or tangency).
- C/M represents a 4 inch square by 36 inch long concrete monument set to mark angle points on the boundary perimeter line and/or right-of-way of existing county roads.
- All other lot corners marked with a 5/8 inch diameter rebar with plastic cap stamped Weite Engr. LS0012.

SHEET EIGHT JOINS HERE

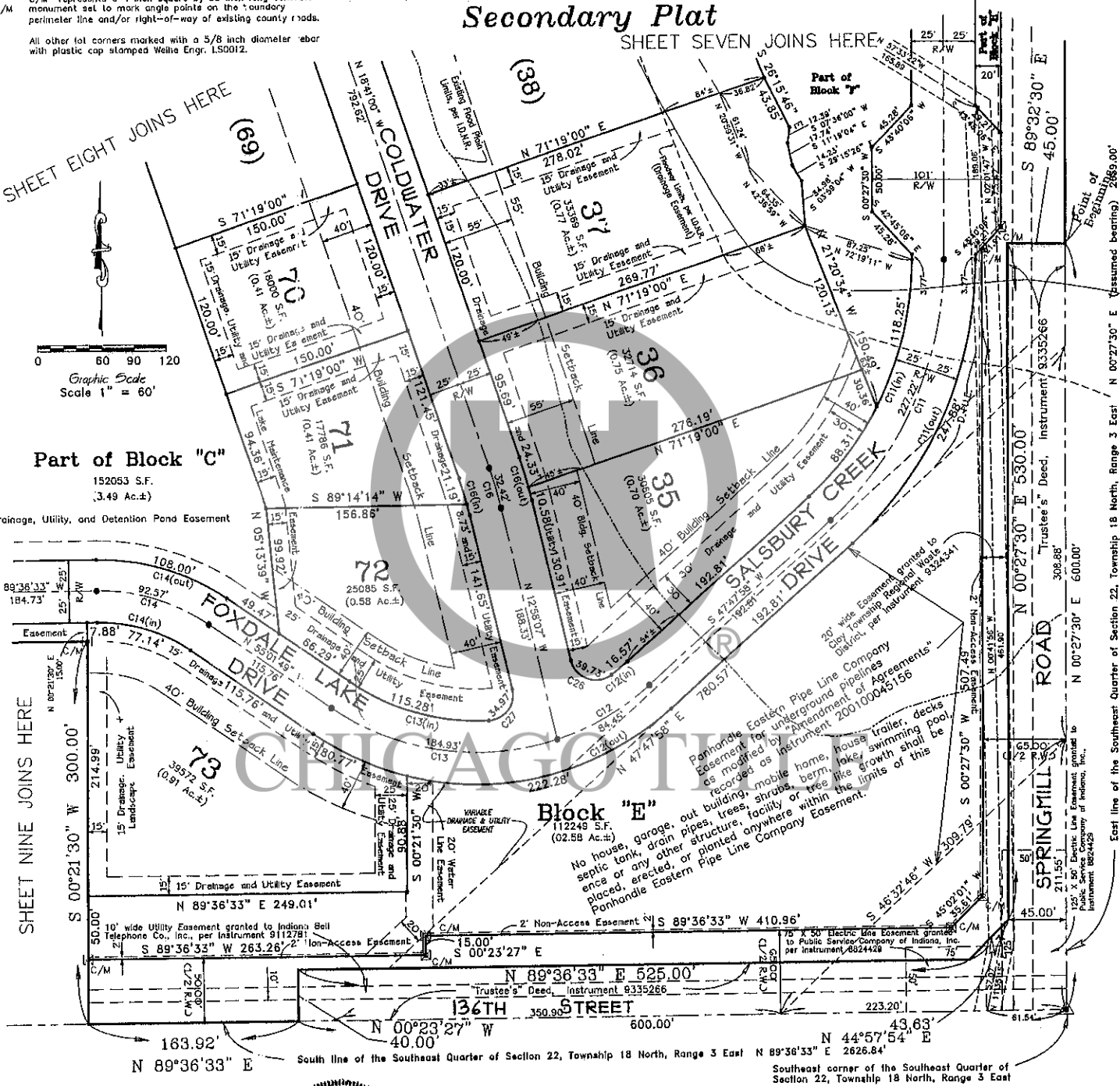


Part of Block "C"

152053 S.F.
(3.49 Ac.±)

Drainage, Utility, and Detention Pond Easement

SHEET NINE JOINS HERE



Block "E"

112249 S.F.
(02.59 Ac.±)

No house, garage, out building, mobile home, house trailer, decks, septic tank, drain pipes, trees, shrubs, berm, lake, swimming pool, or any other structure, facility or tree like growth shall be placed, erected, or planted anywhere within the limits of this Pannhandle Eastern Pipe Line Company Easement.



Alan H. Weite
Alan H. Weite, Reg. L.S. Indiana No. 10398

This instrument prepared for:
Williams Creek Woods, LLC
(Owner and Developer)
1018 Henley Circle
Carmel, Indiana 46032
Phone: (317) 846-4403

SURVEYOR
Weite Engineers, Inc.

ALAN H. WEITE
REGISTERED CIVIL ENGINEER
REGISTERED LAND SURVEYOR
REGISTERED LAND PLANNER

18005 NORTH COLLIERE AVENUE
INDIANAPOLIS, INDIANA 46240
(317) 846-4400 FAX (317) 843-0916
TOLL-FREE (800) 612-6408

CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS • LANDSCAPE ARCHITECTS

REPLAT OF THE WOODS AT WILLIAMS CREEK Secondary Plat

200200081175
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
10-29-2002 11:53 am.
PLAT 58.00

Instrument No. 200200081175
No. 3 Slide No. 75

The following changes and/or revisions have been made to the Secondary Plat of "The Woods at Williams Creek" recorded as Instrument Number 200100084242 in Plat Cabinet Two on Slide 720 in the Office of the Recorder of Hamilton County, Indiana.

- 1.) A Twenty foot wide WATER LINE EASEMENT has been added to "Block E".
- 2.) The address for Lot Number 65 has been changed from 13839 Coldwater Drive to "13831 Coldwater Drive".
- 3.) The "Floodway Limits (Drainage Easement) across Lots 4, 5, 6, 7, 8, 36, 37, 38, 39, and 40 has been revised to the location as they appear on this "Replat".
- 4.) The 40 foot Building Set Back Line as originally shown on Lots 5, 6, 7, 8, 9, 10, 11, 31, 37, 38, 39, 40, 41, and 42 has been changed to a "55 foot Building Set Back Line".
- 5.) The 65 foot (one-half right-of-way) of Spring Mill Road extending North along the Easterly line of "Block E" originally shown as having a length of 410.96 feet has been extended Northerly an additional 86.53 feet to intersect right-of-way line of Salisbury Creek Drive.
- 6.) The area encompassed by "Block A" as been reduced to reflect the above extension of the 65 foot (one-half right-of-way) for Spring Mill Road.
- 7.) The ownership of Lots 2, 12, 15, 18, 29, 30, and 33 has been conveyed by the original developer of "The Woods at Williams Creek" and said owners of the lots named, hereby join with the original developer and owner of the land contained in said original plat of "The Woods at Williams Creek" in the execution of this "Replat of The Woods at Williams Creek".

The undersigned, Williams Creek Woods, LLC, the owner of record of the real estate described on this plat, by Ralph Akard, its Manager, does hereby layoff, plat, and subdivide the same in accordance with the within Secondary Plat of "Replat of The Woods at Williams Creek".

This subdivision shall be known and designated as "REPLAT OF THE WOODS AT WILLIAMS CREEK".

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

This plat is subject to Covenants, Conditions, and Restrictions for The Woods at Williams Creek Subdivision as recorded in Instrument Number 200100084242 in the Office of the Recorder of Hamilton County, Indiana.

Witness my signature this 2nd day of OCTOBER, 2002
Ralph Akard
 Williams Creek Woods, LLC
 by Ralph Akard, Manager

Witness my signature this 7 day of OCT, 2002
Allyn Sargent
 Husky Builders, Inc., owner of Lot 2,
 d/b/a David Morton Designer-Builders

Witness my signature this 2 day of Oct, 2002
A & J Builders, Inc., owner of Lot 12
 by Betty Johnson

State of Indiana }
 County of Hamilton } SS:
 Before me, the undersigned, a notary public in and for said County and State, personally appeared, Ralph Akard, Manager of Williams Creek Woods, LLC, who acknowledged the execution of this instrument as his voluntary act and deed for the purposes hereon expressed.
 Witness my hand and seal this 2nd day of October, 2002
 Signature: Julie Morton Notary Public
 Printed Name: Julie Morton
 My Commission expires: 2/28/08
 My County of Residence: Hamilton

State of Indiana }
 County of Hamilton } SS:
 Before me, the undersigned, a notary public in and for said County and State, personally appeared, Husky Builders, Inc., who acknowledged the execution of this instrument as his voluntary act and deed for the purposes hereon expressed.
 Witness my hand and seal this 7th day of October, 2002
 Signature: Julie Morton Notary Public
 Printed Name: Julie Morton
 My Commission expires: 2/28/08
 My County of Residence: Hamilton

State of Indiana }
 County of Hamilton } SS:
 Before me, the undersigned, a notary public in and for said County and State, personally appeared, A & J Builders, Inc., who acknowledged the execution of this instrument as his voluntary act and deed for the purposes hereon expressed.
 Witness my hand and seal this 2nd day of October, 2002
 Signature: Julie Morton Notary Public
 Printed Name: Julie Morton
 My Commission expires: 2/28/08
 My County of Residence: Hamilton

Witness my signature this 16th day of Oct, 2002
John J. Schneider & Co., Inc., owner of Lot 15
 by John J. Schneider, SA Pres.

State of Indiana }
 County of Hamilton } SS:
 Before me, the undersigned, a notary public in and for said County and State, personally appeared, John J. Schneider & Co., Inc., who acknowledged the execution of this instrument as his voluntary act and deed for the purposes hereon expressed.
 Witness my hand and seal this 16th day of October, 2002
 Signature: Julie Morton Notary Public
 Printed Name: Julie Morton
 My Commission expires: 2/28/08
 My County of Residence: Hamilton

Witness our signatures this 2 day of October, 2002
David C. Morton, owner of Lot 18
Julie R. Morton, owner of Lot 18
 d/b/a David Morton Designer-Builders

State of Indiana }
 County of Hamilton } SS:
 Before me, the undersigned, a notary public in and for said County and State, personally appeared, David C. Morton and Julie R. Morton, d/b/a David Morton Designer-Builders, who acknowledged the execution of this instrument as their voluntary act and deed for the purposes hereon expressed.
 Witness my hand and seal this 2nd day of October, 2002
 Signature: Julie Morton Notary Public
 Printed Name: Julie Morton
 My Commission expires: 2/28/08
 My County of Residence: Hamilton

Witness my signature this 2nd day of October, 2002
Brookshire Homes, Inc., owner of Lot 29
 by Keisha Metzger

State of Indiana }
 County of Hamilton } SS:
 Before me, the undersigned, a notary public in and for said County and State, personally appeared, Brookshire Homes, Inc., who acknowledged the execution of this instrument as his voluntary act and deed for the purposes hereon expressed.
 Witness my hand and seal this 2nd day of October, 2002
 Signature: Julie Morton Notary Public
 Printed Name: Julie Morton
 My Commission expires: 2/28/08
 My County of Residence: Hamilton

Witness my signature this 15th day of OCTOBER, 2002
Jones Building Group, LLC, owner of Lot 30
 by John J. Schneider

State of Indiana }
 County of Hamilton } SS:
 Before me, the undersigned, a notary public in and for said County and State, personally appeared, Jones Building Group, LLC, who acknowledged the execution of this instrument as his voluntary act and deed for the purposes hereon expressed.
 Witness my hand and seal this 15th day of October, 2002
 Signature: Julie Morton Notary Public
 Printed Name: Julie Morton
 My Commission expires: 2/28/08
 My County of Residence: Hamilton

Witness my signature this 4 day of October, 2002
Curt M. Curtis Builders, LLC, owner of Lot 33
 by John J. Schneider

State of Indiana }
 County of Hamilton } SS:
 Before me, the undersigned, a notary public in and for said County and State, personally appeared, Curt M. Curtis Builders, LLC, who acknowledged the execution of this instrument as his voluntary act and deed for the purposes hereon expressed.
 Witness my hand and seal this 4th day of October, 2002
 Signature: Julie Morton Notary Public
 Printed Name: Julie Morton
 My Commission expires: 2/28/08
 My County of Residence: Hamilton

- SOURCE OF TITLE
- Husky Builders, Inc. LOT 2: Instrument 200200043179
 - A & J Builders, Inc. LOT 12: Instrument 200200042314
 - John J. Schneider & Co., Inc. LOT 15: Instrument 200200050864
 - David C. and Julie R. Morton LOT 18: Instrument 200200042310
 d/b/a David Morton Designer-Builders
 - Brookshire Homes, Inc. LOT 29: Instrument 200200045815
 - Jones Building Group, LLC LOT 30: Instrument 200200055603
 - Curt M. Curtis Builders, LLC LOT 33: Instrument 200200064360
 - Williams Creek Woods, LLC: Instrument 20000063386

Allyn H. Weihe, Reg. L.S. Indiana No. 14398
 REGISTRAR OF DEEDS
 STATE OF INDIANA
 LAND SURVEYORS

This instrument prepared for:
 Williams Creek Woods, LLC
 (Owner and Developer)
 1018 Henley Circle
 Carmel, Indiana 46032
 Phone: (317) 846-4403

SURVEYOR
WEIHE ENGINEERS, INC.
 ALAN H. WEIHE
 REGISTERED CIVIL ENGINEER
 REGISTERED LAND SURVEYOR
 PROFESSIONAL
 16206 NORTH COLLEGE AVENUE
 BIRMINGHAM, MISSISSIPPI 38242
 (317) 844-9011 FAX (317) 815-0446
 1015-7982 (24hr) 681-6108
 CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS • LANDSCAPE ARCHITECTS