

BREAKWATER SUBDIVISION SECONDARY PLAT

I, the undersigned, a Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision of Part of Section 2 Township 17 North Range 5 East and Part of the Southeast Quarter of Section 3 Township 17 North Range 5 East, all in Fall Creek Township Hamilton County Indiana and being more particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 3, Township 17 North Range 5 East; thence South 89 degrees 56 minutes 00 seconds West (assumed bearing) on the North line of said Southeast Quarter 1464.53 feet to the centerline of Brooks School Road; thence South 05 degrees 56 minutes 16 seconds West on said centerline 701.85 feet to the Northwest corner of "THE PORTAGE", a subdivision in Hamilton County Indiana, the plat of which is recorded in Plat Book 5, pages 133 and 134 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 56 minutes 00 seconds East on the North line of said subdivision 975.00 feet; thence North 54 degrees 56 minutes 00 seconds East on the Northerly line of said subdivision 45 feet more or less to a point which lies 825.0 feet above mean sea level and being also the Northerly line of said subdivision to the Southwesterly corner of real estate described in a Warranty Deed recorded as Instrument 8909951 in the Office of the Recorder of Hamilton County Indiana; thence North 00 degrees 04 minutes 00 seconds West on the West line of said real estate and the West line of real estate described in a Warranty Deed recorded as Instrument 8909951; a distance of 290 feet more or less to a point 17.07 feet North of the Northwest corner of said real estate described in Instrument 8909951; thence North 89 degrees 56 minutes 00 seconds East parallel to the North line of said real estate 808.40 feet to the point of curvature of a curve to the left, having a radius of 275.00 feet, thence Northeasterly curving to the left on said curve, an arc distance of 47.31 feet to a point on the Northwesterly prolongation of the Easterly line of said real estate; thence South 25 degrees 37 minutes 36 seconds East on said Easterly line 275 feet, more or less, to the shore line of Geist Reservoir; thence South 52 degrees 52 minutes 37 seconds East on said Easterly line 257.80 feet; thence South 21 degrees 31 minutes 13 seconds East on said Easterly line 257.80 feet; thence South 52 degrees 52 minutes 37 seconds East on said Easterly line 275 feet, more or less, to the shore line of Geist Reservoir as established when said Reservoir is at a water level elevation of 785.0 feet above mean sea level; thence in a Northeasterly direction following the meander of said shore line to the Southeast corner of real estate described in a Warranty Deed recorded as Instrument 8808470 in the Office of the Recorder of Hamilton County Indiana, said corner being on a line which bears South 21 degrees 31 minutes 13 seconds East from the Westernmost angle point of Common Area "D" and Drainage Easement in the REPLAT OF COMMON AREA "C" AND LOT #9 OF FOREST KNOLL the Replat of which is recorded in Plat Book 7, pages 118 through 120 in the Office of the Recorder of Hamilton County, Indiana; thence North 21 degrees 31 minutes 13 seconds West on the Easterly line of said real estate 565 feet more or less to said Westernmost angle point, being also the Northeast corner of said real estate and 2407.35 feet South 00 degrees 49 minutes 20 seconds West of the North line of Northwest Quarter of Section 2, Township 17 North Range 5 East; thence North 89 degrees 59 minutes 39 seconds West parallel with said North line 729.30 feet to a point which is 729.30 feet East of the West line of said Northwest Quarter; thence North 00 degrees 49 minutes 20 seconds East parallel with said West line 119.48 feet; thence North 89 degrees 59 minutes 39 seconds West parallel with said North line 729.30 feet to the West line of said Northwest Quarter; thence South 00 degrees 49 minutes 20 seconds West on said West line 791.10 feet to the place of beginning containing 64 acres, more or less.

Subject to all legal easements and rights-of-way

This subdivision consists of 34 Lots numbered 1 through 34, both inclusive, and Block "A" together with a PRIVATE STREET, (labeled Access easement Common Area on this plat) and Right-of-Way of Brooks School Road, all as shown on the within plat. The size of the Lots, Block and the width of the right-of-way of Brooks School Road and the Access Easement for the Private Street is shown in figures and decimal parts thereof.

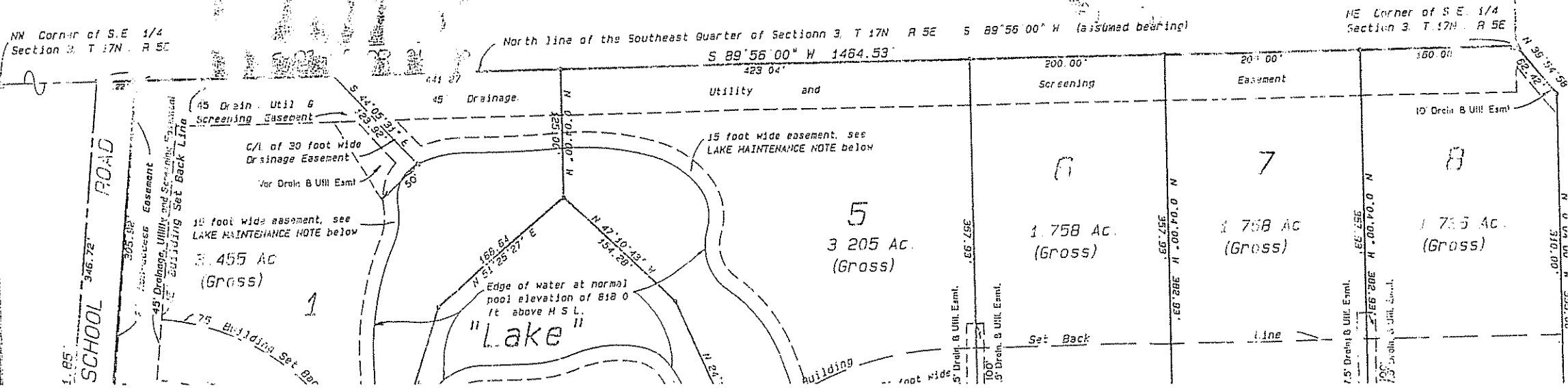
Witness my signature this 22 day of January 1991

Allan H. Heibe
Allan H. Heibe, Reg. L.S. - Indiana #10398

LEGEND

- 5/8" REBAR SET
- COPPER-NOD SET
- 4" x 4" x 36" CONCRETE
- MONUMENT SET

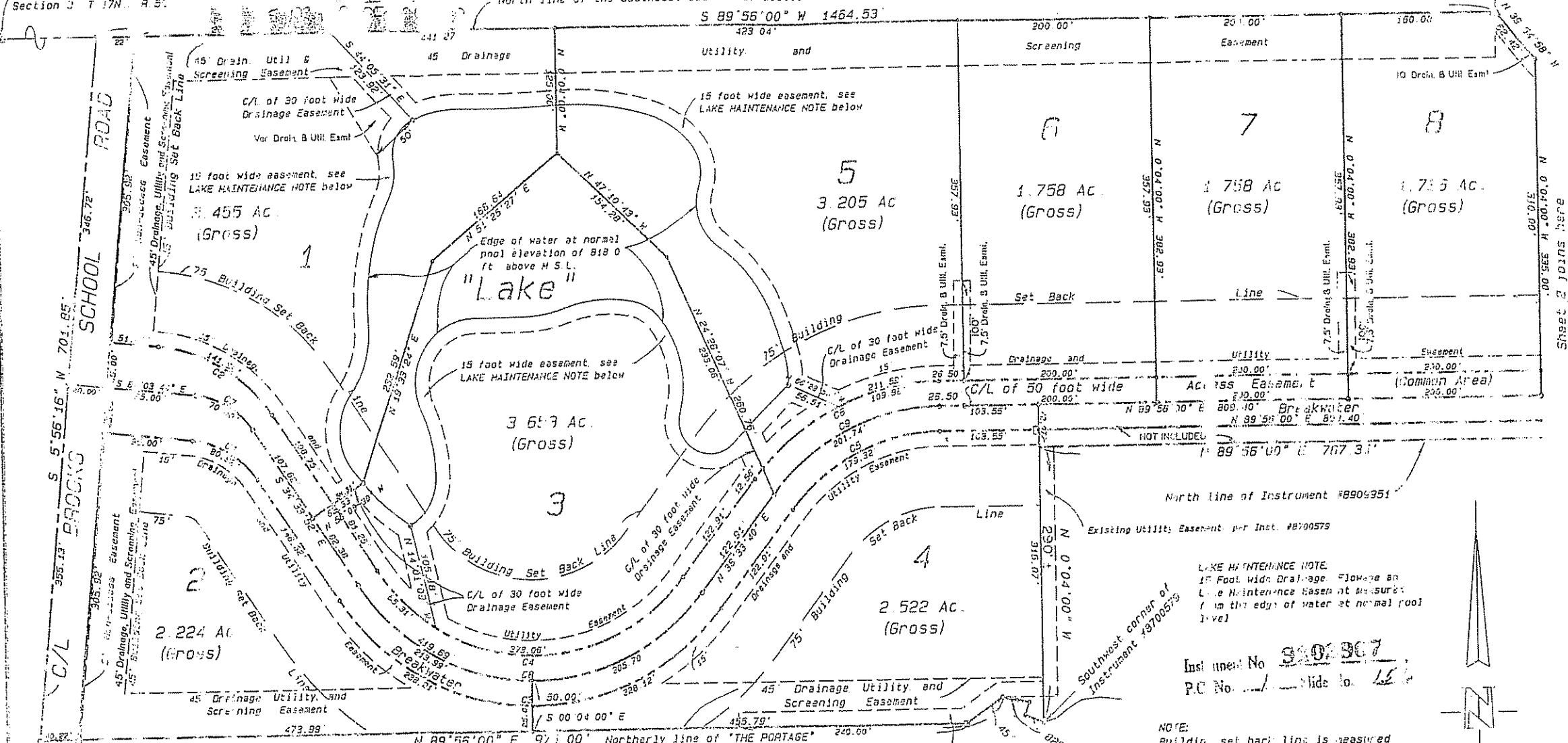
RECORDED
HAMILTON CO. INDIANA
SEBOM K. CHERRY
RECORDER



NW Corner of S E 1/4
Section 3 T 17N R 5E

North line of the Southeast Quarter of Section 3, T 17N R 5E S 89°56'00" W 1464.53'

NE Corner of S E 1/4
Section 3 T 17N R 5E

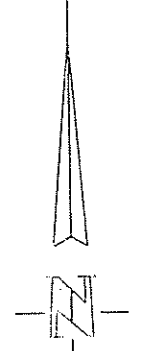


CURV.	ARC	DR. TA	RADIUS	CHORD LENGTH	CHORD BEARING	TAN LENGTH
1	10.92	49°29'32"	93.65	78.42	S 59°18'43" E	43.10
2	11.34	49°29'52"	163.66	137.03	S 59°18'48" E	79.45
3	15.33	106°52'23"	253.00	401.60	S 29°00'06" E	337.08
C4	273.05	106°52'23"	200.00	321.26	S 88°00'06" E	269.67
C5	3.32	51°22'20"	200.00	173.30	N 64°14'50" E	26.19
C6	4.15	51°22'20"	250.00	216.72	N 64°14'50" E	120.24
C7	0.50	49°29'52"	81.61	68.33	S 59°18'40" E	37.62
C8	9.61	106°52'23"	225.00	361.73	S 88°00'05" E	303.37
C9	11.71	51°22'23"	225.00	185.05	N 64°14'50" E	108.22

LAKE MAINTENANCE NOTE:
15 Foot Wide Drainage Easement
Flowage on Lake Maintenance Easement measured from the edge of water at normal pool level

Instrument No. **940-307**
P.C. No. **1** Slide No. **15**

NOTE:
Building set back line is measured from the side line of the Access Easement (Private Street) and from the dedicated right-of-way of Brooks School Road.



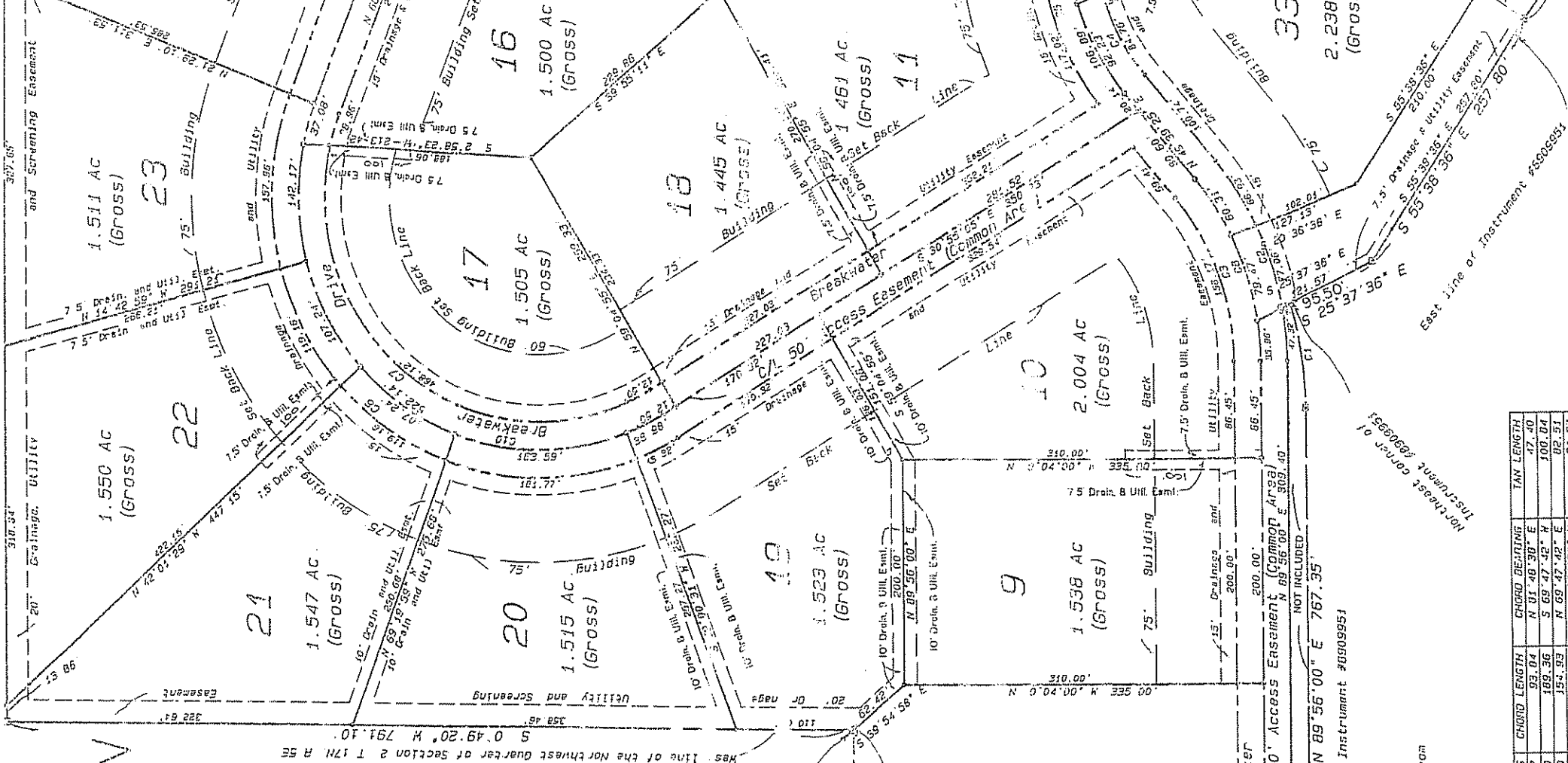
This Instrument prepared by Weihe Engineers, Inc. Allan H. Weihe President

SHEET 1 OF 10

1-2-2000
(Map to be used for 2011)

BREAKWATER SUBDIVISION SECONDARY PLAT

LEGEND:
 ○ 5/8" REBAR SET
 ● COPPERHELD SET
 □ 4" x 4" x 36" CONCRETE MONUMENT SET



Has line of the Northwest Quarter of Section 2 T.17N. R.5E
 5 0' 49" 20" N 79' 14" 0"

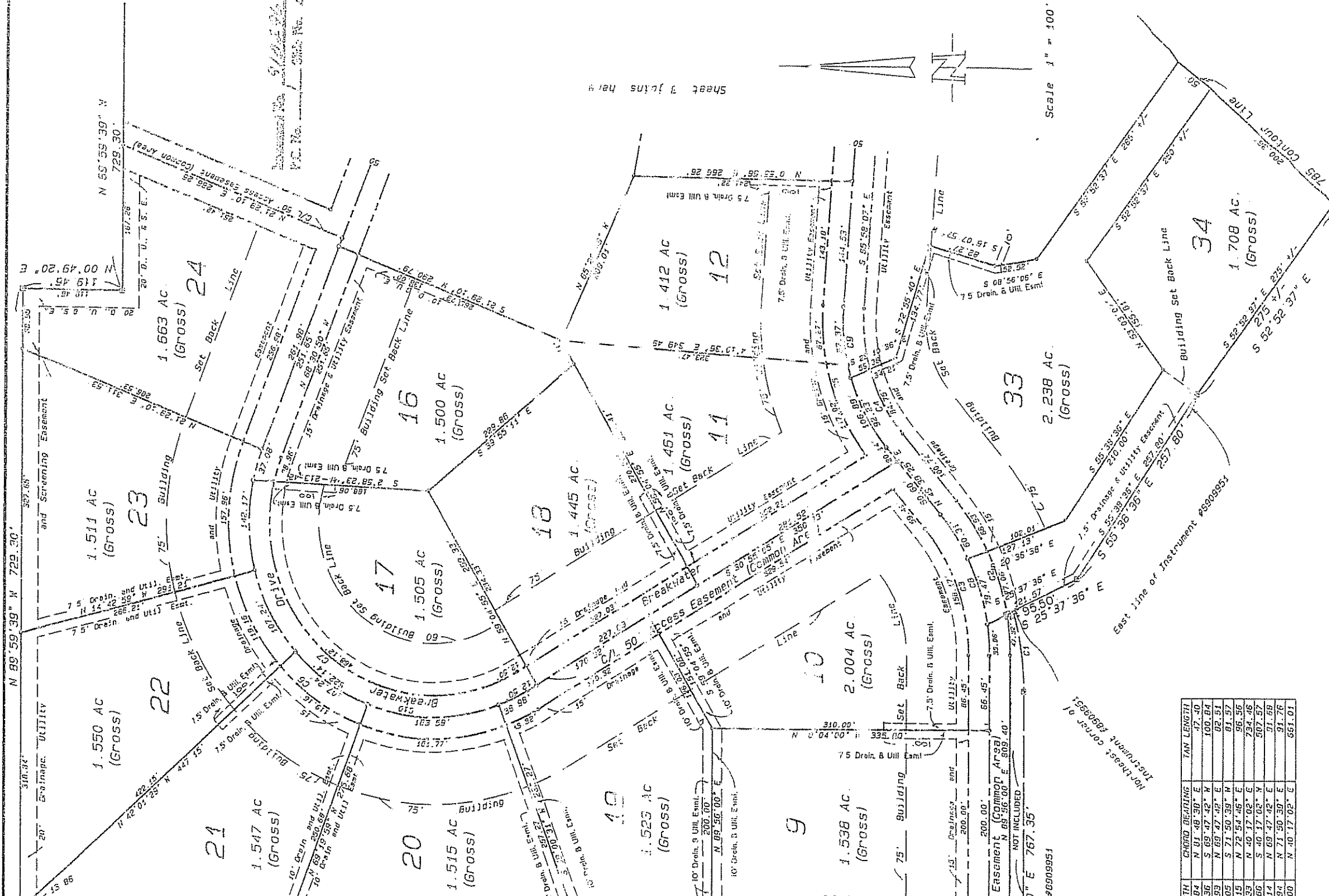
SW. Corner of the N.W. 1/4
 Section 2, T.17N., R.5E.
 NE. Corner of the S.E. 1/4
 Section 3, T.17N., R.5E.

Sheet 1 joins here

NOTE:
 Building set back line is measured from
 the side line of the Access Easement
 (Private Street)

CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING	TAN LENGTH
C1	94.15	16° 14' 34"	332.07	93.04	N 01° 48' 30" E	47.40
C2	193.31	40° 16' 36"	275.00	189.36	S 69° 47' 42" N	100.04
C3	158.17	40° 16' 36"	225.00	154.93	N 69° 47' 42" E	82.51
C4	154.90	44° 22' 20"	200.00	151.05	S 71° 50' 39" N	81.57
C5	104.29	42° 14' 13"	250.00	160.15	N 72° 54' 46" E	96.56
C6	621.36	142° 24' 15"	200.00	473.33	S 40° 17' 02" E	397.97
C7	497.08	142° 24' 15"	200.00	378.66	S 40° 17' 02" E	307.57
C8	175.74	40° 16' 36"	225.00	172.14	N 69° 47' 42" E	91.68
C9	174.26	44° 22' 20"	225.00	133.94	N 71° 50' 39" E	91.76
C10	559.22	142° 24' 15"	225.00	426.00	N 40° 17' 02" E	651.01

This Instrument prepared by Weihe Engineers, Inc., Allan H. Weihe, President



ers, Inc., Allan H. Weihe, President

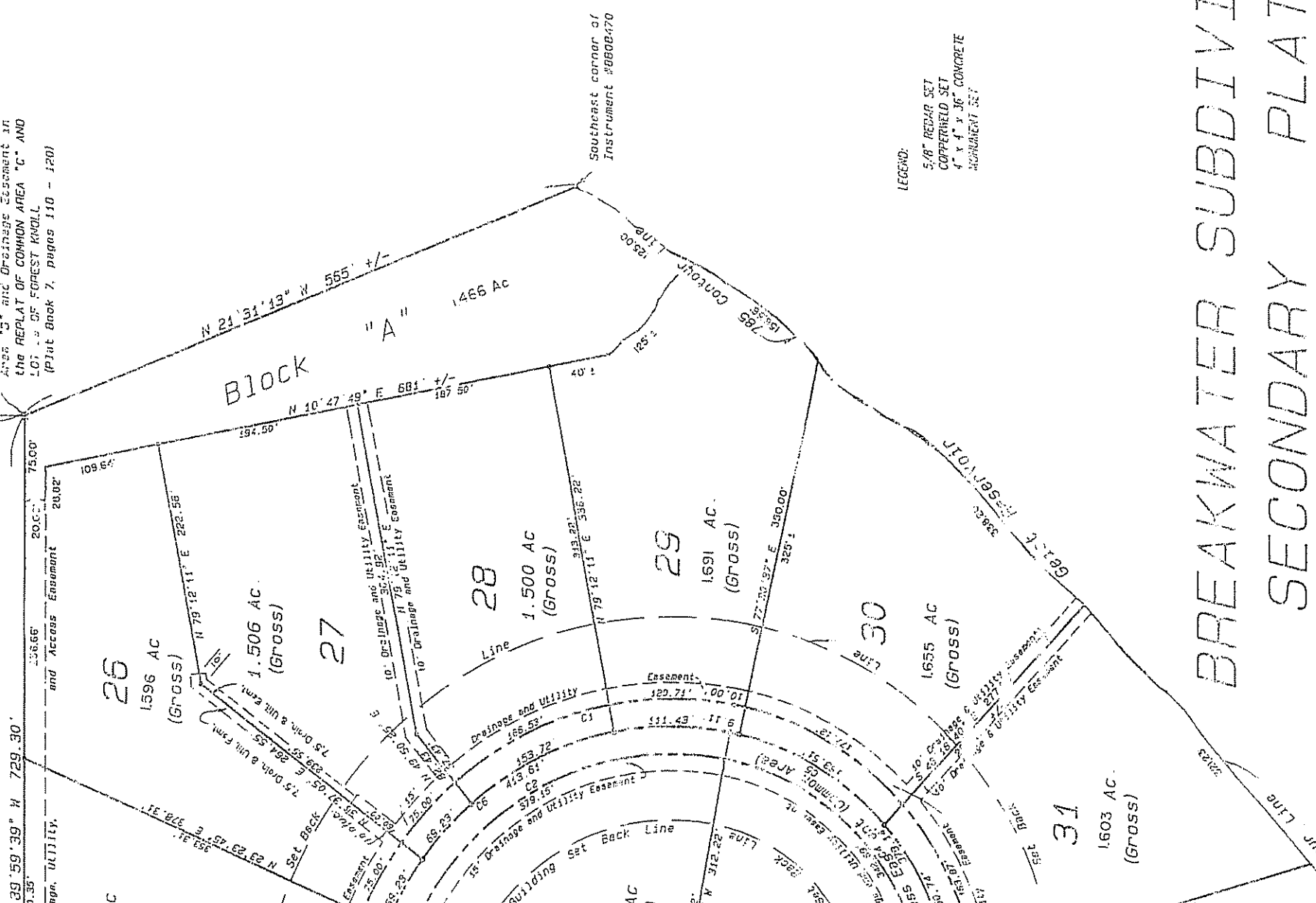
CHORD BEARING	TAN LENGTH
N 01° 48' 30" E	17.40
S 69° 47' 42" N	100.84
N 69° 47' 42" E	02.51
S 71° 50' 39" N	81.57
N 22° 54' 46" E	96.56
S 40° 17' 02" E	734.06
S 40° 17' 02" E	507.57
N 69° 47' 42" E	91.76
N 40° 17' 02" E	551.01

#809951

North line of the Northwest Quarter of Section 2, T. 17N., R. 5E., S. 29° 59' 39" E

Reference No. 41, 2nd 2007
P.C. For maintenance Survey No. 1000000000

Westernmost angle point of "Common Area 'C' and Drainage Easement in the REPLAT OF COMMON AREA 'C' AND LOT 3 OF FOREST KNOLL (plat Book 7, pages 110 - 120)

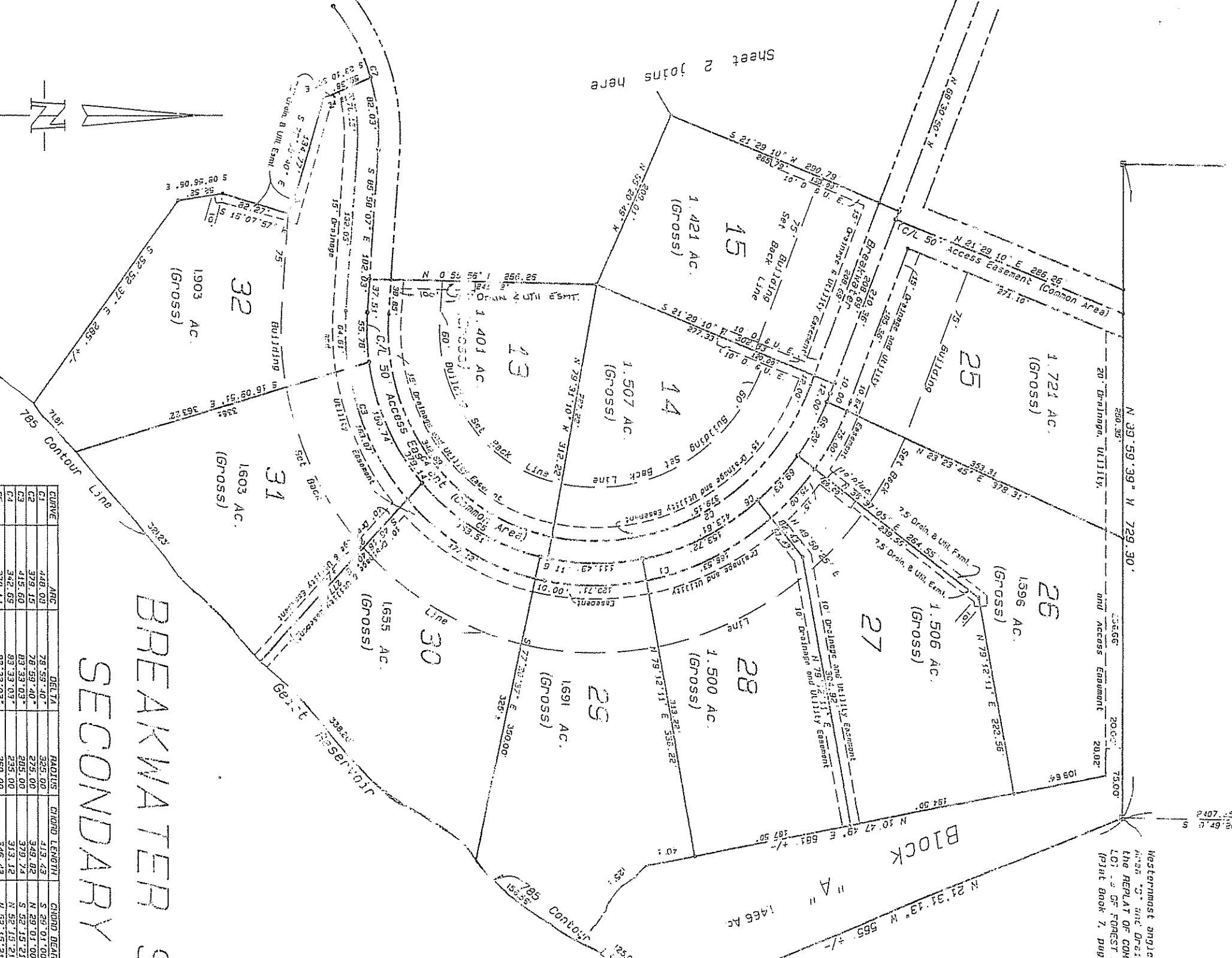


Southeast corner of Instrument #0800470

LEGEND:
5/8" REBAR SET
COPPERFIELD SET
4' x 4' x 36" CONCRETE
MONUMENT SET

BREAKWATER SUBDIVISION SECONDARY PLAT

CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING	TAN LENGTH
C1	448.00	78° 59' 40"	325.00	413.43	S 29° 01' 00" E	257.88
C2	379.15	78° 59' 40"	275.00	349.82	N 29° 01' 00" N	229.67
C3	415.60	83° 33' 03"	205.00	379.74	S 52° 15' 21" N	254.60
C4	342.69	83° 33' 03"	255.00	313.12	N 52° 15' 21" E	209.93
C5	379.14	83° 33' 03"	260.00	346.45	N 52° 15' 21" E	232.27
C6	379.14	78° 59' 40"	300.00	391.52	N 26° 31' 00" N	247.22
C7	174.26	44° 22' 29"	225.00	159.94	N 71° 50' 33" E	91.76

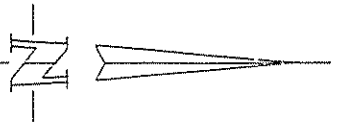


BREAKWATER & SECONDARY

CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEAR
C1	448.08	75° 59' 40"	325.00	313.75	S 23° 01' 00"
C2	378.15	78° 59' 40"	275.00	348.02	N 29° 01' 00"
C3	415.00	83° 33' 03"	205.00	379.75	S 52° 19' 21"
C4	342.65	93° 33' 03"	235.00	313.12	N 52° 18' 21"
C5	379.14	83° 33' 03"	260.00	346.43	N 52° 18' 21"
C6	413.61	78° 59' 40"	300.00	391.62	N 36° 31' 00"
C7	174.26	44° 22' 30"	225.00	159.94	N 71° 50' 39"

This Instrument prepared by Helhe Engineers, Inc., Allan H. Wehls, President

Scale 1" = 100'



Mastermost angle
A=35.5° and D=31.1°
The REPLAT OF COM
LOC. OF FOREST 1
(part Book 7, page 1)

Sheet 2 joins here

N 39° 59' 39" W 729.30'
250.35'
20' Drainage Utility
and Access Easement 20.02'

N 21° 29' 10" E 285.26'
Access Easement (Common Area)
277.10'

7.5' Drain & Util. Easmt.
7.5' Drain & Util. Easmt.
10' Drainage and Utility Easement
16' Drainage and Utility Easement

1.500 AC.
(GROSS)
28

1.507 AC.
(GROSS)
14

1.421 AC.
(GROSS)
15

1.401 AC.
(GROSS)
23

1.655 AC.
(GROSS)
30

1.603 AC.
(GROSS)
31

1.903 AC.
(GROSS)
32

Block A

1465 Ac

785 Contour

785 Contour


785 Contour

BREAKWATER - RECORD PLAT

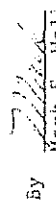
The undersigned, Gary Ray, of Marion County, in the State of Indiana, being the owner of the real estate herein, does hereby lay off, plat and subdivide in accordance with the within plat. The following restrict and covenants are recorded in Instrument # 922Pbk, and are hereby imposed and shall run with the such plat.

This subdivision shall be known and designated as Breakwater, a subdivision in Hamilton County, Indiana.

Witness my signature this 16 day of July, 1990.


Gary Ray


The undersigned, First of America Bank, or a mortgagee in the real estate described, consent to and join in the execution of this plat.

By 
Mark S. Weil
Vice President

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Gary Ray the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my Hand and Notarial Seal this 16 day of July, 1990


Linda S. Snyder
Notary Public
County of Residence HAMILTON

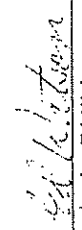
My Commission Expires
7-20-91

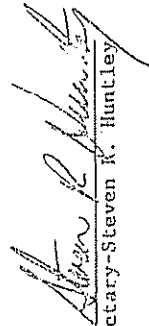
PLAN COMMISSION CERTIFICATE:

UNDER THE AUTHORITY PROVIDED BY INDIANA CODE 37-7-4 ET. SEQ., P.L. 309 SECTION 23, AS AMENDED BY ACTS SECTION 4 OF THE GENERAL ASSEMBLY, STATE OF INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THIS PLAN COMMISSION NOBLESVILLE, INDIANA AT A MEETING HELD ON THE 16 DAY OF July, 1990.

ADOPTED BY THE TECHNICAL COMMITTEE AT A MEETING HELD 6-17-90

NOBLESVILLE CITY PLAN COMMISSION:


Ed Watson
President - Ed Watson

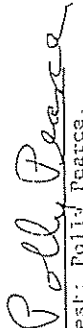

Steven K. Huntley
Secretary - Steven K. Huntley

COUNTY COMMISSIONERS' CERTIFICATE

UNDER AUTHORITY PROVIDED BY INDIANA CODE 36-7-3, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS, INDIANA, AT A MEETING HELD ON 4-16-90


Steven A. Holt


Steven C. Dilling


Polly Pearce
County Auditor

Peg Goldberg

I, STEVEN R. HUNTLEY, DIRECTOR OF PLANNING AND ZONING FOR THE CITY OF NOBLESVILLE, HEREBY CERTIFY THAT APPROVAL OF THIS PLAT MEETS ALL OF THE MINIMUM REQUIREMENTS SET FORTH IN THE MASTER PLAN OF NOBLESVILLE OTHER APPLICABLE REQUIREMENTS CONTAINED IN THE CODE OF ORDINANCES OF THE CITY OF NOBLESVILLE, DECEMBER 11,


Steven R. Huntley - Director of Planning and Development

Date: Aug. 13, 1990

MASTER - RECORD PLAT

of Marion County, in the State of Indiana, being the owner of the real estate shown and described in the plat and subdivide in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed and shall run with the land contained in the Instrument # 910276, and are hereby imposed and shall run with the land contained in

known and designated as Breckwater, a subdivision in Hamilton County, Indiana.

on the 10 day of July, 1990.

The undersigned, First of America Bank, owning the rights of a mortgagee in the real estate described herein, does hereby consent to and join in the execution of this plat by Gary Ray.

First of America Bank

By [Signature]
Mark S. Weller
Vice President

SS:

I, a Notary Public, in and for said County and State, personally appeared Gary Ray, who acknowledged the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 10 day of July, 1990.

Linda S. Slaughter LINDA S. SLAUGHTER
Notary Public
County of Residence HAMILTON

WITNESSE:

Held by INDIANA CODE 37-7-4 ET SEQ., P.L. 309 SECTION 23. AS AMENDED BY ACTS OF 1982. P.L. 211, ASSEMBLY, STATE OF INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THIS PLAN COMMISSION OF THE CITY OF HAMILTON HELD ON THE 10 DAY OF July, 1990.

COMMITTEE AT A MEETING HELD 6-7-90.

WITNESSE:

[Signature]
Secretary-Steven K. Huntley

OFFICATE

BY INDIANA CODE 36-7-3, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY HELD ON 4-16-90

[Signature]
Steven C. Dillingert

[Signature]
Attest: Polly Pearce,
County Auditor

DIRECTOR OF PLANNING AND ZONING FOR THE CITY OF NOBLESVILLE, HEREBY CERTIFY THAT THE APPLICATION FOR THIS PLAT MEETS ALL OF THE MINIMUM REQUIREMENTS SET FORTH IN THE MASTER PLAN OF NOBLESVILLE, INDIANA, AND SUCH AS AMENDED IN THE CODE OF ORDINANCES OF THE CITY OF NOBLESVILLE, DECEMBER 11, 1961, AS AMENDED.

[Signature]
Director of Planning and Development

This Instrument prepared by Allan H. Weihe.

BREAKWATER - PLAT COVENANTS

PLAT COVENANTS

The undersigned, Gary Ray, (the "Developer"), owner of all of the real estate shown and described herein hereby certifies that he has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as Breakwater, an addition in Hamilton County, Indiana. In addition to the covenants and restrictions hereinafter set forth and contained in this plat, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in that certain Declaration of Covenants and Restrictions of Breakwater, recorded on the 14th day of February, 1991 as Instrument No. 24224 in the office of the Recorder of Hamilton County, Indiana (the "Declaration"), and to the rights, powers, duties and obligations of the Breakwater Property Owners Association, Inc. (the "Homeowners Association") and the Breakwater Development Control Committee (the "Committee") as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. All of the terms, provisions, covenants, conditions and restrictions contained in the Declaration are hereby incorporated herein by reference. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at anytime owning any part or portion of such land.

1. The right-of-way of Brook School Road as shown on the within plat, if not heretofore dedicated, is hereby dedicated to the public.

2. The street shown on the w the several parts thereof, are prin dedicated to the public, but which defined in the Declaration. Devel with the Declaration, cause such pc conveyed to the Homeowners Associat several parts thereof, when so conv Association, shall thereupon be own Association, subject to the easemen and declared in the Declaration for each lot in this subdivision. In a In this subdivision, their covenants, public and quasi-public vehicles, i police, fire, and other emergency v collection vehicles, post office ve other vehicles shall have the ri the streets located in this subdivi from and access between the lots an performance of their duties. The H in accordance with the terms of the streets and the several parts there landscaped areas located within the shown on the within plat, and the c maintenance shall be assessed as pa against the owners of all lots in t the Declaration. In the event that reserved in the Declaration to exte the Common Area between and across to serve the property located to th (referred to in the Declaration as, herein as, the "Adjacent Tract"); t said street (to the extent located thereupon constitute a part of the Further, in the event of the exerci Developer and the extension of said access on all streets in this subdivi the Declaration for the benefit of i subdivision shall also run to and fo

Subscribed and sworn to before me this 21st day of February, 1964, at the County of Hamilton, State of Indiana.

BREAKWATER - PLAT COVENANTS

COVENANTS

the "Developer"), owner of all of the several parts thereof, are private streets which are not dedicated to the public, but which constitute "Common Area" as defined in the Declaration. Developer shall, in accordance with the Declaration, cause such portions of said streets to be conveyed to the Homeowners Association; said streets and the several parts thereof, when so conveyed to the Homeowners Association, shall thereupon be owned by the Homeowners Association, subject to the easements of access thereon granted and declared in the Declaration for the benefit of the owner of each lot in this subdivision. In addition to the owners of lots in this subdivision, these tenants, invitees and guests, all public and guest-public vehicles, including but not limited to, police, fire, and other emergency vehicles, trash and garbage collection vehicles, post office vehicles and privately owned motor vehicles shall have the right to enter upon and use the streets located in this subdivision for ingress to, egress from and access between the lots and Brock School Road in the performance of their duties. The Homeowners Association shall, in accordance with the terms of the Declaration, maintain said streets and the several parts thereof, including curbs and any landscaped areas located within the rights-of-way thereof as shown on the within plat, and the costs and expense of such maintenance shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration. In the event that Developer exercises its right reserved in the Declaration to extend said private street through the Common Area between and across lots numbered 24 and 25 herein to serve the property located to the north of this subdivision (referred to in the Declaration as, and hereinafter referred to herein as, the "Adjacent Tract"), then such extended portion of said street (to the extent located in this subdivision) shall thereupon constitute a part of the street known as "Breakwater". Further, in the event of the exercise of such reserved right by Developer and the extension of said street, the easement of access on all streets in this subdivision granted and declared in the Declaration for the benefit of the owners of lots in this subdivision shall also run to and for the benefit of the owners

BREAKWATER - PLAT COVENANTS

from time to time of portions of the Adjacent Tract, their tenants, invitees and guests.

J. There are strips and areas of ground as shown on the within plat marked or referred to as "Drainage Easement", strips and areas of ground marked or referred to as "Utility Easement", strips and areas of ground marked or referred to as "Maintenance Easement", strips and areas of ground marked or referred to as "Screening Easement", either separately or in combination with the same. All of the foregoing Easements are reserved for the use of the public utility companies, governmental agencies, the Developer, the Homeowners Association and others, as follows: "Drainage Easements" are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and/or public drainage system, and the owners of lots are and shall be required to keep the natural drainage free of obstructions, whether they be structures, plant material, or otherwise, so that the flow of water will be unimpeded; "Utility Easements" are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of underground mains, ducts, drains, lines, wires and other utility installations for the purpose of furnishing utility services, including cable television services. No permanent structures (except walls, fences, driveways and walks, to the extent permitted hereby or by the Declaration) are to be erected or maintained upon said Utility Easement. "Maintenance Easements" are created to provide means of access for public utility companies, governmental agencies and the Homeowners Association to various areas of the subdivision (including, without limitation, the lake or pond located on Lots 1, 3, and 5 shown on the within plat) to permit said parties to perform their respective responsibilities and to install, maintain and service their respective installations. "Landscape Buffers" and "Screening Easements" are reserved for the use of the Developer and the Homeowners Association for the installation, maintenance, repair and replacement of mounds, landscaping and other screening material (including, without limitation, walls and fences), lighting,

irrigation equipment and structures, north, south and west perimeters elsewhere therein where so shown. Buffers and Screening Easement upon and across the lots affected plat. Except as installed and Homeowners Association, or as permanent or other structures maintained on said Landscape Easement the owners of the lots affected do not agree to do anything which will or installations made by the Developer in said Landscape Buffers and to the specific "Drainage Easement" shown on the within plat, the described additional Drainage affecting this subdivision which:

(a) unless a greater or shown on this plat, and Drainage Easement lots in this subdivision which shall be taken property owners own uses the same as a family residence, such lines of such lots so vacated at such time the appropriate governance encompassing a

(b) unless a greater or shown on this plat, and Drainage Easement lines of the lots the meter of this subdivision The owners of lots in this subdivision to their lots subject to all rights of the public utility the Developer, the Homeowners (which rights also include the

WAKWATER - PLAT COVENANTS

Subdivision of Wakwater, Inc. Plat No. 102

Adjacent Tract, their
of ground as shown on the
s "Drainage Easement", strips
red to as "Utility Easement",
r referred to as "Maintenance
nd marked or referred to as
cely or in combination with
ements are reserved for the
governmental agencies, the
on and others, as follows:
provide paths and courses and
storm drainage, either
nd installations, to serve
nd and/or public drainage
and shall be required to keep
ctions, whether they be
rwise, so that the flow of
asements" are created for the
, not including transportation
maintenance of underground
and other utility installa-
utility services, including
anent structures (except
to the extent permitted
o be erected or maintained
enance Easements" are created
ic utility companies, govern-
Association to various areas
ut limitation, the lake or
own on the within plat) to
r respective responsibilities
e their respective installa-
creening Easements" are
er and the Homeowners
aintenance, repair and
and other screening material
ls and fences). Lighting,

irrigation equipment and street signs or directories along the
north, south and west perimeter boundary of the subdivision, and
elsewhere therein where so shown on this plat, and such Landscape
Buffers and Screening Easements shall constitute easements over,
upon and across the lots affected thereby, as shown on the within
plat. Except as installed and maintained by Developer and the
Homeowners Association, or as authorized by the Committee, no
permanent or other structures or landscaping shall be erected or
maintained on said Landscape Buffers and Screening Easements, and
the owners of the lots affected thereby shall not do or permit to
be done anything which will obstruct or interfere with any
installations made by the Developer or the Homeowners Association
in said Landscape Buffers and Screening Easements. In addition
to the specific "Drainage Easements" and "Utility Easements"
shown on the within plat, there are and shall be the following
described additional Drainage Easements and Utility Easements
affecting this subdivision which are hereby reserved:

- (a) unless a greater or lesser dimension is specifically
shown on this plat, a twenty (20) foot Utility Easement
and Drainage Easement at every common lot line between
lots in this subdivision, one-half (1/2) of the width of
which shall be taken from each lot, however, if one (1)
property owners owns two (2) or more adjacent lots and
uses the same as a building site for one (1) single
family residence, such Easements along the common lot
lines of such lots shall be deemed and considered
vacated at such time as a building permit is issued by
the appropriate governmental authorities for such resi-
dence encompassing all of such adjacent lots; and
- (b) unless a greater or lesser dimension is specifically
shown on this plat, a twenty (20) foot Utility Easement
and Drainage Easement inside and adjacent to all lot
lines of the lots that are located on the outside peri-
meter of this subdivision.

The owners of lots in this subdivision shall take and hold title
to their lots subject to all of the foregoing Easements, to the
rights of the public utility companies, governmental agencies,
the Developer, the Homeowners Association and others therein
(which rights also include the right of ingress and egress in,

BREAKWATER - PLAT COVENANTS

along, across and through said Easements), to the jurisdiction of the proper authorities and to the easements herein granted and reserved.

4. Subject to other provisions contained herein, building setback lines are hereby established as shown on this plat (sometimes noted as "S.S.L."), together with lines and the property lines of the lots, shall be erected or maintained no building or structure. The owners of all lots in Breakwater shall be required to submit a design plan which shall include a suggested minimum building set elevation to the Committee for its approval and which must also be submitted as part of the application for a building permit and satisfactory to the governmental agency which issues building permits. The minimum pad elevation as so approved by the Committee and the governmental agency shall constitute the minimum elevation for all buildings on said lots. In addition, no buildings, structures or other improvements shall be constructed on any part of a lot lying within the floodway as shown on the within plat except in accordance with the rules and requirements of, and prior approval of, the Department of Natural Resources of the State of Indiana. In addition, and notwithstanding any lesser building setback lines shown on this plat, no building, structure or accessory building shall be erected closer to any side lot line or rear lot line of any lot than 40 feet unless a lesser building setback from a side lot line or rear lot line is specifically approved by the Committee, which building lines shall, in any event, be not less than 15 feet from any side lot line nor less than 20 feet from any rear lot line. No building, structure or accessory building shall be erected closer to the Access Easement for Breakwater than 75 feet unless a lesser building setback is specifically approved by the Committee, which line shall in any event be not less than 50 feet from the Access Easement for Breakwater. Where buildings are erected on more than one single lot (or parts thereof), these restrictions shall apply to the combined lots (or parts thereof) as if they were one single lot, and the restrictions applied based on the distance from the buildings, structures or other improvements to the adjacent lot lines of the lots adjoining the combined lot.

5. Except to the extent subdivision are or may become Declaration, and which may be same are designated and intended shall be used solely for residential purposes, such as permitted home care, Homeowners Association and are laws. No structure shall be permitted to remain on any detached single-family detached than 6 cars. and residential provided, however, that, if a permitted and approved by the lot may include living quarters owner of said lot, but such owner of said lot as a rental portion of any lot may be so be thereby created a greater number platted, unless such Declarant's rights to re-sub Section 4 of 5the Declaratio

6. There is hereby res Owners Association, Inc., an lots 26, 27, 28 and 29, which line of Block A on the within 28 and 29 established by the such water level were at 78: of the recording of these c

The easement here reserved and its members the use and easement area. No filling 26, 27, 28 and 29. so as to easement area as established document without the prior Development Control Committee temporary, shall be placed prior written approval of Committee.

7. The owners of lot

AKWATER - PLAT COVENANTS

Community Association
Plat No. 100-100-100

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within plat except in accor-

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Easement for Breakwater. Where

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apply to the combined lots

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distance from the buildings,

to the adjacent lot lines of

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5. Except to the extent any portions of lots in this subdivision are or may become "Common Area" as defined in the Declaration, and which may be used for the purposes for which the same are designated and intended, all lots in this subdivision shall be used solely for residential purposes, unless alternative uses such as permitted home occupations, are consented to by the Homeowners Association and are permitted under applicable zoning laws. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, a private garage for not more than 6 cars, and residential accessory buildings and amenities; provided, however, that, if and to the extent specifically permitted and approved by the Committee, accessory buildings on a lot may include living quarters for guests and invitees of the owner of said lot, but such quarters shall not be used by the owner of said lot as a rental unit or for rental purposes. No portion of any lot may be sold or subdivided so that there will be thereby created a greater number of lots than the original number plattd, unless such subdivision occurs pursuant to the Declarant's rights to re-subdivision reserved in Article II, Section 4 of 5the Declaration.

6. There is hereby reserved to the Breakwater Property Owners Association, Inc., an easement across the east side of lots 26, 27, 28 and 29, which easement extends west from the west line of Block A on the within plat to a line across lots 26, 27, 28 and 29 established by the water level in Geist Reservoir if such water level were at 785.0 feet above sea level on the date of the recording of these covenants.

The easement here reserved is to allow to the Association and its members the use and enjoyment of the water covering the easement area. No filling or excavation shall be done on lots 26, 27, 28 and 29, so as to alter the level of the water in the easement area as established on the date of the recording of this document without the prior written approval of the Breakwater Development Control Committee. No structures, permanent or temporary, shall be placed in the easement area without the prior written approval of the Breakwater Development Control Committee.

7. The owners of lots 1, 3 and 5 are hereby granted an

BREAKWATER - PLAT COVENANTS

ereasement to use all of the surface of the lake covering portions of those lots subject to the rules for such use adopted by the Breakwater Development Control Committee and subject to the restrictions of the Declaration of Covenants and Restrictions of Breakwater. No filling or excavation shall be done on lots 1, 3 and 5 so as to alter the level of the water in the pond without prior written approval of the Breakwater Development Control Committee. No structures, permanent or temporary, shall be placed in the 15 foot wide drainage, flowage and lake maintenance easement shown on the plat without the prior written approval of the Breakwater Development Control Committee.

8. The ground floor of each dwelling constructed on a lot, exclusive of one-story open porches and garages, shall be not less than 3,000 square feet in the case of a one-story structure, not less than 2500 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 3,500 square feet of finished and liveable floor area.

9. No construction vehicles, shacks or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.

10. All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon said lot except if kept from view of neighboring residences and streets by being in a garage.

11. No advertising signs (except one of not more than five (5) square feet designating "For Rent" or "For Sale" per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except lots used as model lots by an owner which then owns four or more lots.

12. All clothes lines, equipment, garbage cans, service yards, wood piles, or storage piles shall be kept from view of

neighboring residences and streets. Garbage stored outside any residence from the premises and shall not

All clothes lines shall be confined

13. It shall be the duty of the subdivision to keep the grass on the lot free from weeds, dead trees and attractive in appearance, in proper maintenance of the exterior. In the event the owner of any lot is not satisfactory to the Homeowners Association, the Homeowners Association shall have the right to employ its agents and employees, to enter the lot and restore the lot and erect thereon. The cost of such work shall constitute a special assessment on the owner thereof, to be assessed, charged, and collected in accordance with the Declaration.

14. The Homeowners Association shall have the right to employ its agents and employees, to enter the lot and restore the lot and erect thereon. The cost of such work shall constitute a special assessment on the owner thereof, to be assessed, charged, and collected in accordance with the Declaration.

15. No farm animals or fowl shall be kept on any lot in this subdivision for commercial purposes, except as provided in the Declaration.

16. No vicious, unprovoked, or dangerous animals shall be carried out on any lot in this subdivision, except as provided in the Declaration.

17. No private, or semi-private, disposal system may be located upon any lot in this subdivision which is not in compliance with the

PEAKWATER - PLAT COVENANTS

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... of the lake covering portions
... for such use adopted by the
... and subject to the
... of Covenants and Restrictions of
... tion shall be done on lots 1, 3
... the water in the pond without
... Peakwater Development Control
... ent or temporary, shall be
... ge, flowage and lake maintenance
... it the prior written approval of
... ol Committee.

... neighboring residences and streets. All rubbish, trash or
... garbage stored outside any residence shall be regularly removed
... from the premises and shall not be allowed to accumulate thereon.
... All clothes lines shall be confined to patio areas.

13. It shall be the duty of the owner of each lot in the
... subdivision to keep the grass on his lot properly cut and to keep
... the lot free from weeds, dead trees and trash and otherwise neat
... and attractive in appearance, including, without limitation, the
... proper maintenance of the exterior of any structures on such lot.
... In the event the owner of any lot fails to do so in a manner
... satisfactory to the Homeowners Association, the Homeowners
... Association shall have the right (but not the obligation) through
... its agents and employees, to enter upon said lot and to repair,
... maintain and restore the lot and the exterior of the improvements
... erected thereon. The cost of such exterior maintenance shall be
... and constitute a special assessment against such lot and the
... owner thereof, to be assessed, collected and enforced as provided
... in the Declaration.

... s. Shacks or outhouses shall be
... herein, except for use by a
... of a proper structure, which
... structure shall be promptly
... proper structure.
... nging to members of a household
... ces in garages or driveways and
... nly stored on any residential
... gery in rear yards of any kind
... n thereof, house trailers, campers
... l be kept or parked upon said lot
... bering residences and streets by
... cept one of not more than five
... Rent" or "For Sale" per lot),
... nuisances shall be erected,
... any lot, except lots used as
... n owns four or more lots.
... pment, garbage cans, service
... ces shall be kept from view of

... 14. The Homeowners Association may make assessments to cover
... any costs incurred in enforcing these covenants or in undertaking
... any maintenance or other activity which is the responsibility of
... the Homeowners Association or of a lot owner hereunder or under
... the Declaration, but which such lot owner has not undertaken as
... required hereunder or under the Declaration. Any such assessment
... shall be assessed only against those lot owners whose failure to
... comply with the regular duty of the covenants hereunder and under
... the Declaration necessitated the action to enforce same contained
... or the understanding of the maintenance or other activity.
... 15. No farm animals or fowls of any kind, nor any domestic
... animals for commercial purposes, shall be kept or permitted on
... any lot or lots in this subdivision at any time.
... 16. No noxious, unlawful, or otherwise offensive activity
... shall be carried out on any lot in this subdivision, nor shall
... anything be done thereon which may be or may become an annoyance
... or nuisance to the neighborhood in the opinion of the Developer
... or the Homeowners Association.
... 17. No private, or semi-private, water supply and/or sewage
... disposal system may be located upon any lot in this subdivision
... which is not in compliance with regulations or procedures as

BREAKWATER - PLAT COVENANTS

provided by the applicable public health agencies, or other civil authority having jurisdiction, and as approved by the Committee. No septic tank, absorption field or any other method of sewage disposal shall be located or constructed on any lot or lots herein except as approved by said health authority and any other authority resulting from restrictions heretofore recorded and affecting the real estate herein.

18. No construction shall be commenced nor shall any building, structure or other improvements be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such construction have been approved as to the compatibility of the same with existing structures and with the intent of these covenants and those set forth in the Declaration, by the Committee, in accordance with the procedures for such approval contained in the Declaration and all rules, regulations and guidelines adopted by the Committee. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the Declaration.

19. No wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. 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 line.

20. The Homeowners Association of the Declaration, but subject to the Declaration, shall have an easement over all storm drainage system for the Homeowners Association shall, the maintenance of all inlet pipes and lake banks. The cost of the storm drainage system (including marina shown on this plat) shall be assessed against the subdivision as provided in the Declaration. Sump pumps, gravity individual residences on lots or grass swales between lots, but storm structures included in the subdivision.

21. No driveway serving to enter or exit directly onto the frontage on more than one (1) access points from only one (1) otherwise approved by the Committee.

22. If the parties hereto, or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions, or conditions of the Declaration, the Homeowners Association shall have the right to institute legal proceedings to enforce the same. If the Homeowners Association shall fail to do so, the Homeowners Association shall have the right to institute legal proceedings to enforce the same.

23. These covenants are to be binding on all parties and all persons who acquire an interest in the property on or after the date of this Declaration, and shall remain in full force and effect until the expiration of the term hereof, or until the date of the termination of the same, or until the date of the expiration of the term hereof, or until the date of the termination of the same, or until the date of the expiration of the term hereof, or until the date of the termination of the same.

December 31, 2010, at which time

SEWERAGE AND WATERWORKS DISTRICT NO. 1 PLAT COVENANTS

health agencies, or other civil agencies, and as approved by the Committee.

or any other method of sewage disposal constructed on any lot or lots without the health authority and any other conditions heretofore recorded and

any structure commenced nor shall any improvements be erected, placed or installed until the building plans, specifications and the location of such structures are approved in accordance with the Declaration, by the Committee.

any structure shall be constructed in accordance with the Declaration, by the Committee, and shall conform to all rules, regulations and ordinances in effect at the time of its approval within a reasonable period of time.

any structure shall be constructed in accordance with the Declaration, by the Committee, and shall conform to all rules, regulations and ordinances in effect at the time of its approval within a reasonable period of time. If the Committee fails to approve a structure within a reasonable period of time, the building or construction shall be deemed to be approved. Neither the owner nor the contractor shall be entitled to any damages or compensation for the time spent in the preparation and submission of plans or specifications for such approval.

any structure shall be constructed in accordance with the Declaration, by the Committee, and shall conform to all rules, regulations and ordinances in effect at the time of its approval within a reasonable period of time. If the Committee fails to approve a structure within a reasonable period of time, the building or construction shall be deemed to be approved. Neither the owner nor the contractor shall be entitled to any damages or compensation for the time spent in the preparation and submission of plans or specifications for such approval. The same sight line shall be maintained at all times and shall be maintained at least 10 feet from the edge of a driveway or sidewalk. The same sight line shall be maintained at all times and shall be maintained at least 10 feet from the edge of a driveway or sidewalk. The same sight line shall be maintained at all times and shall be maintained at least 10 feet from the edge of a driveway or sidewalk. The same sight line shall be maintained at all times and shall be maintained at least 10 feet from the edge of a driveway or sidewalk.

20. The Homeowners Association, in accordance with the terms of the Declaration, but subject to the obligations of individual lot owners to keep "Drainage Easements" free of obstructions so that the flow of water will be unimpeded, shall maintain the storm drainage system for the subdivision and, for such purposes, shall have an easement over all portions of the subdivision used as part of such storm drainage system. Such maintenance by the Homeowners Association shall, to the extent necessary, include the maintenance of all inlet pipes, open ditches, pipes, swales, lakes and lake banks. The costs and expenses of such maintenance of the storm drainage system (including the lakes, ponds or marina shown on this plat) shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration. Such assessments shall be secured by the lien for the same as provided in the Declaration. Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

21. No driveway serving lots numbered 1 and 2 herein shall enter or exit directly onto Brooks School Road. Lots with frontage on more than one (1) street shall have all of their access points from only one (1) of such street frontages, unless otherwise approved by the Committee.

22. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for the Homeowners Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof.

23. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2011, at which time said covenants shall be automa-

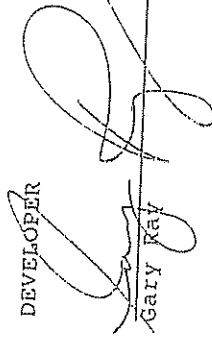
BREAKWATER - PLAT COVENANTS

tically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots in this subdivision it is agreed to change (or terminate) said covenants in whole or in part; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

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

In witness whereof, the undersigned, as the owner of the above-described real estate, has hereunto caused his name to be subscribed this ____ day of February, 1991.

DEVELOPER

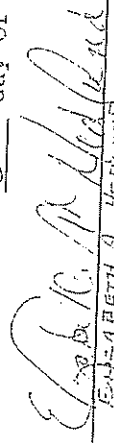


Gary Ray

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary Ray, who acknowledged his execution of this instrument as his voluntary act and deed.

Witness my signature and Notary Seal this 6TH day of February, 1991.



Faith A. Herkime
Notary Public
Resident of HAMILTON County

My commission expires:

MAY 13, 1993

This instrument prepared by Douglas B. Floyd, Attorney at Law,
198 South 9th Street, P.O. Box 2020, Noblesville, IN 46060-2020.

SEAKWATER - PLAT COVENANTS

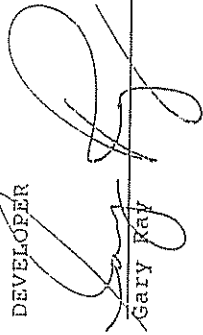
9/10/91
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lly extended for successive periods of ten (10) years each,
ss by a vote of a majority of the then owners of the lots in
subdivision it is agreed to change (or terminate) said cove-
; in whole or in part, provided, however, that no change or
ination of said covenants shall affect any easement hereby
ed or granted unless all persons entitled to the beneficial
of such easement shall consent thereto.

1. Invalidation of any of the foregoing covenants, provi-
; restrictions or conditions by judgment or court order
in no way affect any of the other provisions, which shall
n in full force and effect.

n witness whereof, the undersigned, as the owner of the
-described real estate, has hereunto caused his name to be
ribed this ____ day of February, 1991.

DEVELOPER




Gary Ray

OF INDIANA)
) SS:
OF HAMILTON)

before me, the undersigned, a Notary Public in and for said
/ and State, personally appeared Gary Ray, who acknowledged
xecution of this instrument as his voluntary act and deed.

Witness my signature and Notary Seal this 6TH day of
ary, 1991.



Elizabeth A. Hepler
Notary Public
Resident of HAMILTON County

Commission expires:

11/13/1997

Instrument prepared by Douglas B. Floyd, Attorney at Law,
South 9th Street, P.O. Box 2020, Noblesville, IN 46060-2020.