

EAGLE CREEK WOODS

The undersigned, being the owner of record of the above described real estate, hereby certifies that it does lay off, plat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be known and designated as "Eagle Creek Woods", a subdivision in Marion County, Indiana.

The streets, if not heretofore dedicated, are hereby dedicated to the public.

1. Utility Easements - There are strips of ground as shown on this plat and marked "U & D Easement", which are hereby reserved for the use of public utilities including cable T.V. companies, but not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved, and such other further public service facilities as the undersigned owner of record may deem necessary along, through, in, over, and under a strip of land fifteen (15) feet in width or seven and one-half (7 1/2) feet (as measured at right angles) from all sides, front and rear lot lines in this subdivision.

2. Setback Lines - Front building setback lines are hereby established on this plat; no building shall be erected or maintained between the established setback lines and the property lines of the streets.

No residence or attached accessory building shall be erected closer to the side of any lot than 10 feet, with a total aggregate of 20 feet at the building line, whichever is the lesser, except fences, nor shall any residence or attached accessory building be erected closer than 25 feet to the rear yard line. In the event a building is erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundary of the multiple lots.

3. Use Restrictions and Size of Buildings - All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single family dwelling not to exceed two and one-half stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building, or any other attached accessory building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

The ground floor area of the main structure, exclusive of one-story open porches and garages and other attached residential accessory buildings, shall not be less than 1800 square feet in the case of a one story structure, provided, however, no structure of more than one story shall have less than an aggregate of 1800 square feet of finished and liveable floor area.

4. Garages and Storage Area - No garage shall be erected which is not permanently attached to the main building, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected which is not permanently attached to the main building. All residences are required to have a garage which will accommodate two (2) automobiles.

5. Accessory and Temporary Buildings - No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot herein, except that used by the builder during the construction of a residential building on the property.

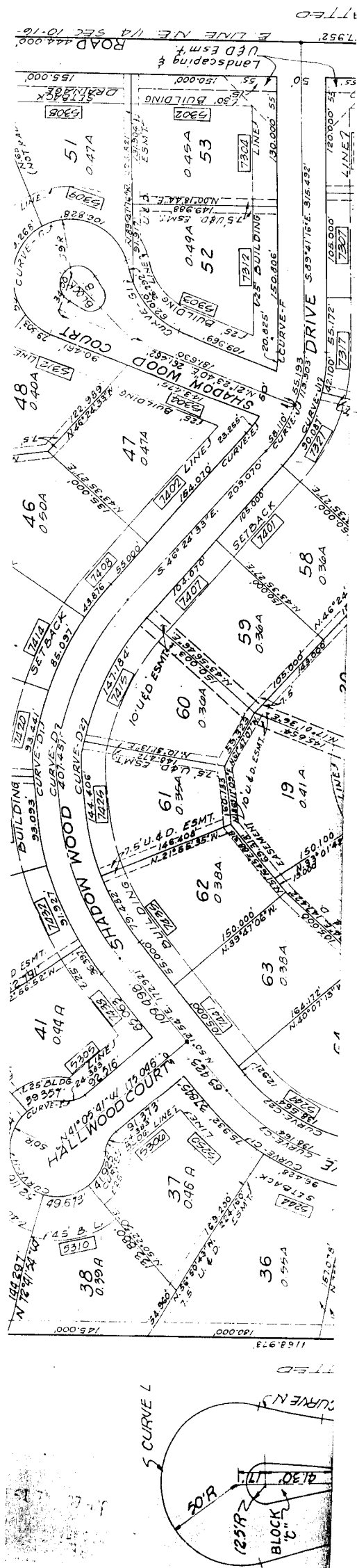
6. Temporary Structures - No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.

7. Nuisances - No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. 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.

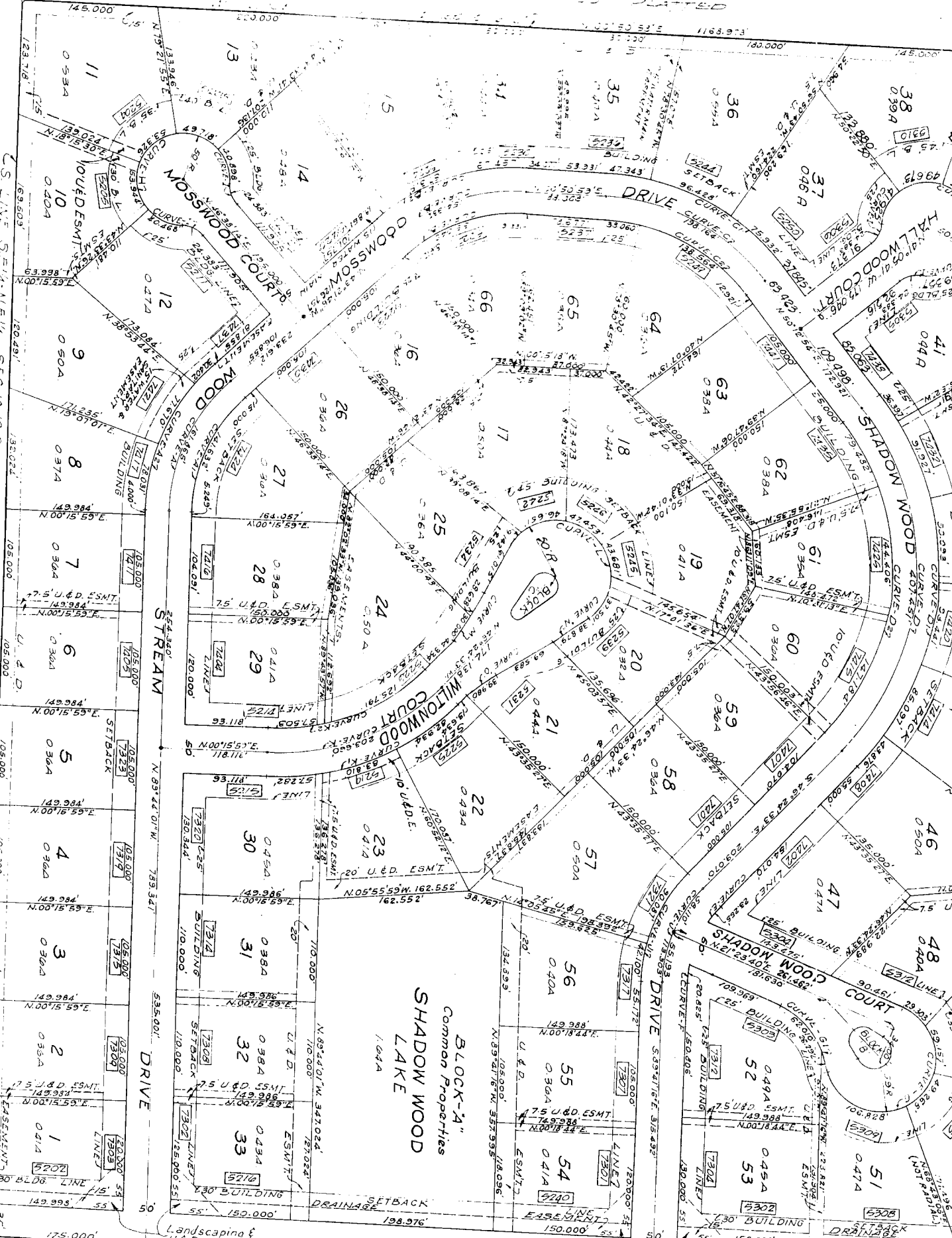
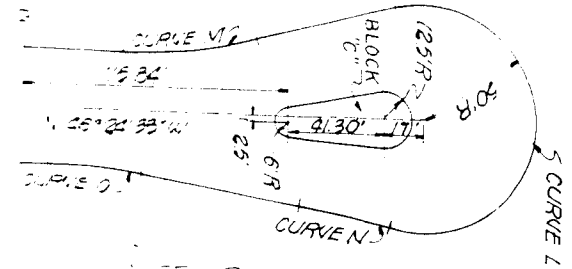
8. Fences - No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light, or air; all fences shall be kept in good repair and erected so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height. 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 twenty-five (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 sightline limitations shall apply to any lot within ten (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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. Driveways - All driveways shall be paved simultaneously with construction of the dwelling and the type of construction and materials must be first approved by the Building Committee.

10. Vehicle Parking - No camper, motor home, truck, trailer, boat, or recreational vehicle of any kind, may be stored on any lot in open public view.



SW CORNER
S 1/4 N 1/4
SEC. 10-16-2

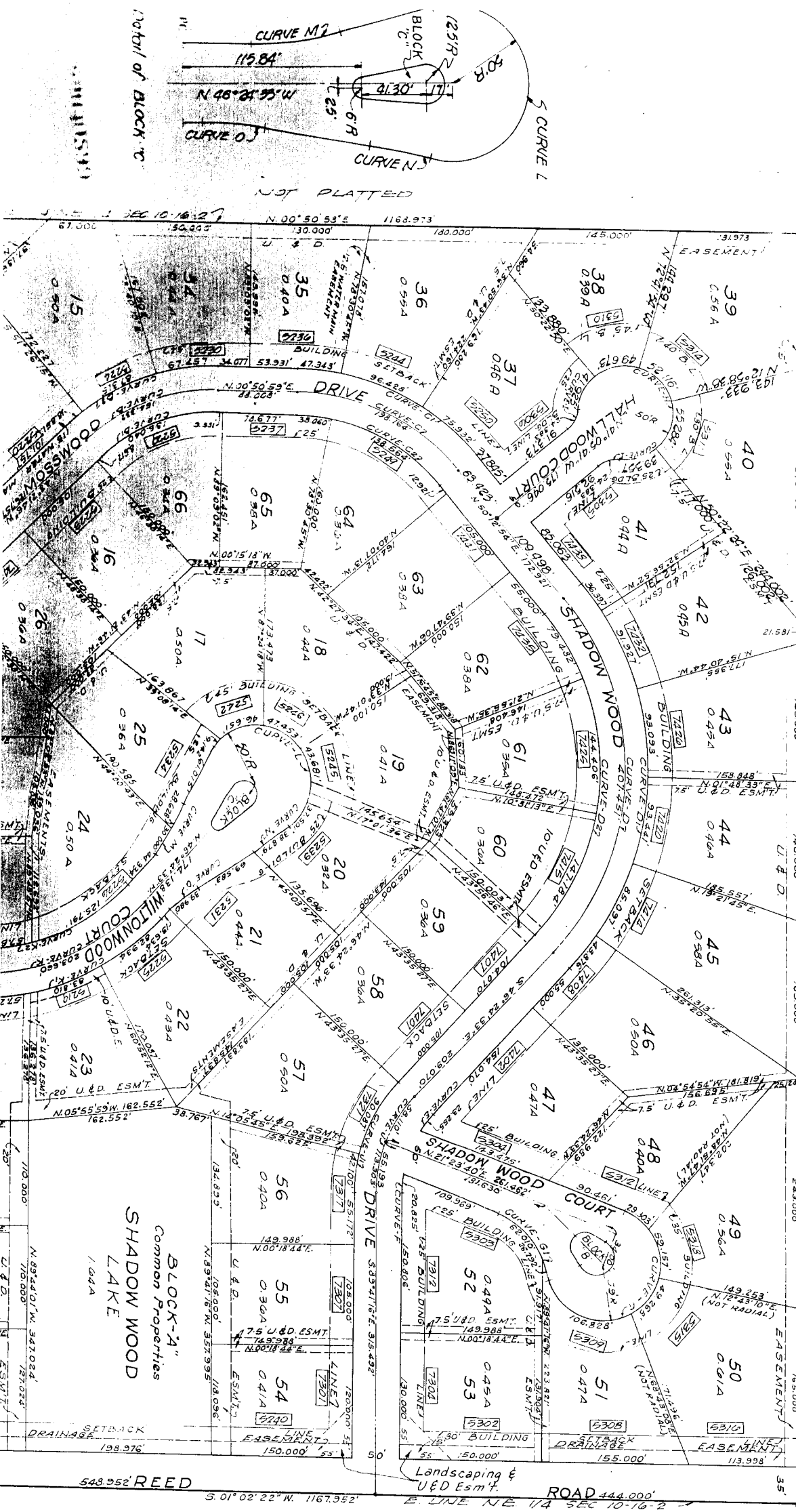
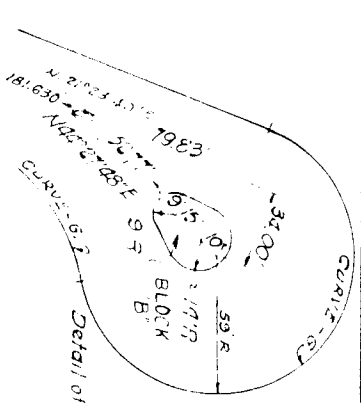


SE CORNER
S 1/4 N 1/4
SEC. 10-16-2
EASING

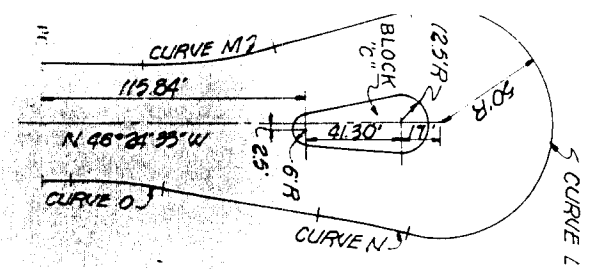
548.95 REED
3.01° 02' 22" W. 1167.952'
NOT PLATTED
ROAD 144.000'
E. LINE NE 1/4 SEC. 10-16-2

EAGLE CREEK WOODS

N LINE S 1/4 NE 1/4 SECTION 22 E
 S 89° 41' 16" E 589.41 16' E
 NE COR 54.00' W 100.00' N
 SEC 10 T14N R22E



Detail of Block C



NOT PLATTED

NOT PLATTED

BLOCK-A
 Common Properties
 SHADOW WOOD LAKE

LANDSCAPING & UED ESM'T.
 ROAD 444.000'

NOT PLATTED

The undersigned, being the owner of record of the above described real estate, hereby certifies that it does lay off, plat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be known and designated as "Fagle Creek Woods", a subdivision in Marion County, Indiana.

The streets, if not heretofore dedicated, are hereby dedicated to the public.

1. Utility Easements - There are strips of ground as shown on this plat and marked "U & D Easement", which are hereby reserved for the use of public utilities, including cable T.V. companies, but not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved, and such other further public service facilities as the undersigned owner of record may deem necessary along, through, in, over, and under a strip of land fifteen (15) feet in width or seven and one-half (7 1/2) feet (as measured at right angles) from all sides, front and rear lot lines in this subdivision.

2. Setback Lines - Front building setback lines are hereby established on this plat; no building shall be erected or maintained between the established setback lines and the property lines of the streets.

No residence or attached accessory building shall be erected closer to the side of any lot than 10 feet, with a total aggregate of 20 feet at the building line, whichever is the lesser, except fences, nor shall any residence or attached accessory building be erected closer than 25 feet to the rear yard line. In the event a building is erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundary of the multiple lots.

3. Use Restrictions and Size of Buildings - All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building, or any other attached accessory building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

The ground floor area of the main structure, exclusive of one-story open porches and terraces and other attached residential accessory buildings, shall not be less than 1400 square feet in the case of a one story structure, provided, however, no structure of more than one story shall have less than an aggregate of 1800 square feet of finished and liveable floor area.

4. Garages and Storage Area - No garage shall be erected which is not permanently attached to the main building, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected which is not permanently attached to the main building. All residences are required to have a garage which will accommodate two (2) automobiles.

5. Accessory and Temporary Buildings - No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot herein, except that used by the builder during the construction of a residential building on the property.

6. Temporary Structures - No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.

7. Nuisances - No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. 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.

8. Fences - No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light, or air; all fences shall be kept in good repair and erected so as to enclose the property and decorate the same without hinderance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height. 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 twenty-five (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 sightline limitations shall apply to any lot within ten (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 lines.

9. Driveways - All driveways shall be paved simultaneously with construction of the dwelling and the type of construction and materials must be first approved by the Building Committee.

10. Vehicle Parking - No camper, motor home, truck, trailer, boat, or recreational vehicle of any kind, may be stored on any lot in open public view.

11. Signs - No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six square feet may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.

12. Vegetation - Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from unsightly growth at all times. Failure to comply shall warrant the Undersigned, the Homeowners Association, or the Department of Metropolitan Development to cut weeds and clear the lot of such growth at the expense of the lot owner, and such lot owner shall have a lien against said real estate for the expense thereof.

13. Garbage and Refuse Disposal - No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view.

14. Storage Tanks - Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

15. Tree Preservation - No trees may be removed from any lot without the approval of the Building Committee, and such requests shall be made to the Building Committee in writing. In the event the Building Committee does not indicate in writing its approval or disapproval of requests for tree removal within a period of 30 days after submission, the Building Committee is deemed to have approved such request.

16. Water Supply and Sewage Systems - 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 provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any lot.

17. Plans, Specifications and Locations of Buildings - No building, structure, entrance, fence, wall, barbecue, patio, swimming pool, etc., shall be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished elevation, by the undersigned owner of the herein described real estate, or by its duly authorized representatives. If the owner or its duly authorized representatives fail to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the plans, the property owner may then proceed with the building according to the plans submitted. Neither the undersigned owner nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant and are hereby designated as "The Building Committee".

18. Block A - Shadow Wood Lake, Block B, Block C, and Homeowners Association.

A. Common Areas - Block A - Shadow Wood Lake, containing 1.64 acres, as shown on the plat herein, is reserved for the common use as a drainage lake for the owners of Lots 1 through 66, inclusive, in the subdivision. Said Block A - Shadow Wood Lake is further reserved for the recreational use and enjoyment of the owners of only Lots 22, 23, 30, 31, 32, 33, 54, 55, 56, and 57, in the subdivisions, their families and invitees. Block B and Block C as shown on the plat herein, are reserved for the common use and enjoyment of the owners of Lots 1 through 66, inclusive. Title to Block A - Shadow Wood Lake, Block B, and Block C (hereinafter "Common Areas") said shall be held by a homeowners association which shall be created as a not-for-profit corporation under the laws of the State of Indiana (hereinafter referred to as the "Association.") The owners of Lots 1 through 66, inclusive, shall be members of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any lot. Prior to the conveyance of any Lot in the subdivision, the undersigned shall convey Block A - Shadow Wood Lake, Block B, and Block C to the homeowners association.

B. Covenant for Assessments

The undersigned, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments for taxes, and (2) assessments for capital improvements. Provided, however, only the owners of Lots 22, 23, 30, 31, 32, 33, 54, 55, 56 and 57 shall be assessed for any charges or assessments for capital improvements which are levied for the recreational use and enjoyment of Block A - Shadow Wood Lake. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. The lien for the assessments 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. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due 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. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The assessments shall be used exclusively for the improvement, maintenance and care of the Common Areas. The Board of Directors of the Association shall fix the annual assessments, subject to the following: (1) Assessments relating to the drainage function, which function shall include property taxes and liability insurance, of the Common Area designated as Block A - Shadow Wood Lake shall be fixed at a uniform rate for all lots; (2) Assessments relating to the recreational use of Block A - Shadow Wood Lake shall be assessed at a uniform rate for lots

C. Voting Rights of Members have two (2) classes of voting rights:

Class A. Class A members of Lots 32, 33, 54, 55, 56 and 57.

Class B. Class B members of Lots 22, 23, 30, 31, 30, 31, 32, 33, 54, 55, 56 and 57.

All voting members shall have the right to vote on all matters relating to the recreational use, access for drainage function uses of Block A - Shadow Wood Lake.

19. Covenants Run With the Land - The covenants shall be binding on all parties to this deed and shall be automatically extended for successive periods of ten (10) years by a majority of the then owners of the lots to which said covenants in whole or in part apply. The covenants relating to Block A - Shadow Wood Lake shall be binding on two-thirds (2/3's) of the owners of the lots to which they apply.

20. Enforcement of Covenants - No action shall be taken for any violation or attempted violation of any provision or condition herein, unless the person owning any real property affected by such violation is notified in writing of the violation. The right of enforcement of the covenants shall be vested in the Metropolitan Development of Marion County, Indiana.

21. Severability Clause - If any provision of this deed is held to be invalid, the remainder of the deed shall survive and the other provisions shall not be affected.

22. General Provisions - The terms of this deed shall be binding on the owners of at least two-thirds (2/3's) of the lots to which they apply, provided, however, that until a majority of the owners of the lots to which they apply have given their written approval of the undersigned, any such amendments shall be null and void. The right of enforcement of the covenants shall be vested in the Metropolitan Development of Marion County, Indiana for twenty (20) years from date of recording for successive periods of ten (10) years thereafter. If, at the expiration of the then owners, it is agreed to extend the term of the covenants.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 1st day of May, 1954.

WITNESS:

[Handwritten Signature]

County of Marion)
State of Indiana)

Before me, the undersigned, personally appeared _____, Westinghouse Electric Corporation, for and in behalf of said Corporation, and he acknowledged to me that he was the authorized agent of said Corporation and that he executed the foregoing instrument as his free and voluntary act and deed. Witness my signature and seal this 1st day of May, 1954.

My Commission Expires: _____

for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.

12. Vegetation - Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from unsightly growth at all times. Failure to comply shall warrant the Undersigned, the Homeowners Association, or the Department of Metropolitan Development to cut weeds and clear the lot of such growth at the expense of the lot owner, and such lot owner shall have a lien against said real estate for the expense thereof.

13. Garbage and Refuse Disposal - No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view.

14. Storage Tanks - Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

15. Tree Preservation - No trees may be removed from any lot without the approval of the Building Committee, and such requests shall be made to the Building Committee in writing. In the event the Building Committee does not indicate in writing its approval or disapproval of requests for tree removal within a period of 30 days after submission, the Building Committee is deemed to have approved such request.

16. Water Supply and Sewage Systems - 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 provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any lot.

17. Plans, Specifications and Locations of Buildings - No building, structure, antennae, fence, wall, barbeque, patio, swimming pool, etc., shall be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished elevation, by the undersigned owner of the herein described real estate, or by its duly authorized representatives. If the owner or its duly authorized representatives fail to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the plans, the property owner may then proceed with the building according to the plans submitted. Neither the undersigned owner nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant and are hereby designated as "The Building Committee".

18. Block A - Shadow Wood Lake, Block B, Block C, and Homeowners Association.

A. Common Areas - Block A - Shadow Wood Lake, containing 1.64 acres, as shown on the plat herein, is reserved for the common use as a drainage lake for the owners of Lots 1 through 66, inclusive, in the subdivision. Said Block A - Shadow Wood Lake is further reserved for the recreational use and enjoyment of the owners of only Lots 22, 23, 30, 31, 32, 33, 54, 55, 56, and 57, in the subdivisions, their families and invitees. Block B and Block C as shown on the plat herein, are reserved for the common use and enjoyment of the owners of Lots 1 through 66, inclusive. Title to Block A - Shadow Wood Lake, Block B, and Block C (hereinafter "Common Areas") said shall be held by a homeowners association which shall be created as a not-for-profit corporation under the laws of the State of Indiana (hereinafter referred to as the "Association.") The owners of Lots 1 through 66, inclusive, shall be members of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any lot. Prior to the conveyance of any Lot in the subdivision, the undersigned shall convey Block A - Shadow Wood Lake, Block B, and Block C to the homeowners association.

B. Covenant for Assessments

The undersigned, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments for charges, and (2) assessments for capital improvements. Provided, however, only the owners of Lots 22, 23, 30, 31, 32, 33, 54, 55, 56 and 57 shall be assessed for any charges or assessments for capital improvements which are levied for the recreational use and enjoyment of Block A - Shadow Wood Lake. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. The lien for the assessments 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. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due 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. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The assessments shall be used exclusively for the improvement, maintenance and care of the Common Areas. The Board of Directors of the Association shall fix the annual assessments, subject to the following: (1) Assessments relating to the drainage function, which function shall include property taxes and liability insurance, of the Common Area designated as Block A - Shadow Wood Lake shall be fixed at a uniform rate for all Lots; (2) Assessments relating to the recreational use of Block A - Shadow Wood Lake shall be assessed at a uniform rate for Lots 22, 23, 30, 31, 32, 33, 54, 55, 56 and 57; and (3) Assessments for the maintenance, management, and care of Blocks B and C and landscape easement areas as shown on plat shall be assessed at a uniform rate for all Lots.

