

Covenants

For

East Harbour II

East Harbour II *17 pages*

MISC REC. 180 p. 43 - 14 pages
AMEND. MISC. REC. 181 p. 43 - 3 pages

¹⁷
Hamilton County



CHICAGO TITLE

8412996

DECLARATION OF RESTRICTIONS
EAST HARBOUR II DEVELOPMENT PROJECT

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THIS DECLARATION made this 2/5 day of September, 1984, by Shamrock Builders, Inc., an Indiana corporation (hereinafter referred to as the "Developer"), WITNESSES:

WHEREAS, the Developer is the equitable owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as the "East Harbour II Development Project" (hereinafter referred to as the "Development"), and will be more particularly described in the plat of East Harbour II to be recorded in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or schema of improvement for the benefit and complement of the lots and lands in the Development and the future owners thereof:

NOW THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract with the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the East Harbour II Development Control Committee composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer.

This Instrument Recorded Sept 24 1984
Mary L. Clark, Recorder, Hamilton County, Ind.

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SEP 24 8 08 AM '84
MARY L. CLARK
RECORDER
HAMILTON CO. IND.

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B. "Association" shall mean the East Harbour II Property Owners' Association, Inc. a not-for-profit corporation, the membership and powers of which are more fully described in paragraph 8. of this Declaration.

C. "Lot" shall mean any parcel of real estate excluding "Blocks", whether residential or otherwise, described in the plat of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

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

E. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house and such outbuildings as are usually accessory to a single family dwelling house. The Developer is the owner of Block A as shown on the record plat of the Development and reserves the right unto itself, its successors or assigns in interest in Block A, to use Block A for whatever purpose it deems appropriate subject to applicable zoning laws and requirements.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record between the Indianapolis Water Company and The Shorewood Corporation, recorded in Book 121, Instrument No. 4862 in the Office of the Recorder of Hamilton County, Indiana, and also to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of two story dwellings constructed on various residential lots in the Development shall be two thousand four hundred (2,400) square feet, exclusive of porches, terraces, garages, carports, accessory buildings, or basements. The minimum square footage of living space of single story dwellings constructed on various residential lots in the Development shall be eighteen hundred (1,800) square feet exclusive of porches, terraces, garages, carports, accessory buildings or basements. The minimum square footage of living space of bi-level dwellings constructed on various residential lots in the Development shall be twenty two hundred (2,200) square feet exclusive of porches, terraces, garages, carports, accessory building or basements provided, however, that there shall be at least sixteen hundred (1,600) square feet on the first floor of the dwelling and at least six hundred square feet on the remaining floor of the dwelling. For purposes of this paragraph, finished living area located in walkout basements shall not constitute living space.

B. Residential Set-Back and Elevation Requirements.

(1) In General. Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

(11) Definitions. "Side line" means a lot boundary line that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

(111) Front Yards. The front building set-back lines shall be as set forth upon the plat of the Development.

(1V) Cul-De-Sacs. If the particular lot abuts on a cul-de-sac, the front building set-back line shall be as shown on the plat of that lot.

(V) Side Yards. The side yard set-back lines shall not be less than 8 feet from the side line of the lot on one side and the total of both side yards shall be not less than 20% of the entire width of the lot.

(VI) Rear Yards. The rear set-back line shall be at least 20 feet from the rear line, BUT if the lot abuts on Morse Reservoir the Committee may determine that the location of the building line adjacent to the Reservoir shall be otherwise.

(VII) Finished Floor Building Elevation. The Committee shall approve the finished floor building elevation of any dwelling constructed on any lot in the Development. In no event shall the finished floor building elevation of any dwelling be less than 816.2 feet above mean sea level.

C. Fences and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two trees growing upon it by the time the house is completed, and if this requires plantings by the Owner, the Committee must approve the size and location of such trees.

D. Exterior Construction, Driveways and Roof Pitches. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road. At least eighty percent (80%) of the roof surface of any dwelling in the Development must have a minimum roof pitch of 6/12.

E. Heating Plants and Garages. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house. Every house in the Development must have a garage.

F. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within nine (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

G. Yard Lights. At the time that the Owner of a lot in the Development completes the construction of a house on his lot, he shall install a dusk to dawn yard light in the front yard of his lot. The design, type and location of the yard light shall be subject to the approval of the Committee.

H. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

I. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

- (I) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (II) Remove all debris or rubbish.
- (III) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (IV) Cut down and remove dead trees.

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(V) Where applicable, prevent debris or foreign material from entering Morse Reservoir, or, when any such debris has entered Morse Reservoir from the lot, remove the same immediately.

(VI) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

(VII) Maintain any seawall or bank improvement on a lot in an orderly and functional condition.

J. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefor to the Association shall be collected in any reasonable manner from the Owner, including the imposition of a lien against the Owner's lot. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE

A. Nuisances. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter Morse Reservoir. No discharge from any floor drain shall be permitted to enter into Morse Reservoir. By purchase of a lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Indianapolis Water Company or the Developer in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither Indianapolis Water Company nor the Developer, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be carried on on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee except for real estate sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

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D. Vehicle Parking. No campers, trailers, boats or similar vehicles shall be parked on any street in the Development. No boat or truck shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in the Development, the users of any street in the Development, or to persons upon Morse Reservoir.

E. Garbage, Trash and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph G. below.

F. Satellite Dishes. No satellite "dish", used for the purpose of receiving television or radio signals, shall be located on any lot in the Development.

G. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

H. Model Homes. No Owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

I. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot in the Development.

J. Docks and Piers. No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than 25 feet from the shore into Morse Reservoir and in no event shall any pier, dock or other structure be erected that does not conform to the specifications established by the Committee.

K. Beaches. No beach may be constructed on Morse Reservoir unless the plans and specifications for the beach are submitted to and approved by the Indianapolis Water Company. Beaches shall be constructed of sand only, which shall not extend farther than 25 feet from the shoreline into Morse Reservoir. No spoil materials shall be placed or allowed to collect in Morse Reservoir which result from beach construction.

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

M. Utility Services. No utility services shall be installed under finished streets unless specifically approved by the Developer.

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

O. Boat Houses and Seawalls. No boat house shall be constructed so that any portion of the structure protrudes into Morse Reservoir. The design, location and material used in the construction of any boat house or seawall is subject to be approval of the Committee pursuant to Paragraph 6 of these Restrictions.

6. EAST HARBOUR II DEVELOPMENT CONTROL COMMITTEE.

A. Power of the Committee.

(1) Generally, No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" = 10', or to such other scale as the Committee may require. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect.

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

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

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

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

(111) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

7. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling house, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling house.

8. THE EAST HARBOUR II PROPERTY OWNERS' ASSOCIATION, INC.

A. In General.

(1) There will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "East Harbour II Property Owners' Association, Inc." which is referred to as the "Association". Every Owner of a residential lot in the Development shall be a member of the Association. All owners of lots within the Development shall be subject to all the requirements and limitations imposed in these Restrictions.

(11) In addition to the foregoing, the Board of Directors of the Association may establish associate memberships in the Association for persons who may from time to time be owners of lots in other developments and who are not otherwise entitled to the benefits of membership by virtue of being Owners of residential lots within the Development. Associate members shall have none of the rights of members to vote at meetings of the Association. The Board of Directors of the Association may establish fees or charges for such associate memberships and rules and regulations concerning such associate memberships which may be different from those applicable to members generally.

B. Purposes of the Association.

(1) The general purpose of the Association is to provide a means whereby those areas within the Development designated as commons, recreational areas or blocks on the plats thereof, and such other facilities and services within the Development as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced.

(11) An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such commons and recreational facilities or other amenities and such other facilities, recreational or otherwise, within the Development as may be conveyed to the Association.

BOOK 180 PAGE 56C. Power of Association to Levy and Collect Charges and Impose Liens.

(I) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the Development. Such charge shall be at least \$25.00 per year for each residential lot in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than \$25.00. No charge shall ever be levied by the Association against the Developer.

(II) Every such charge shall be paid by the members of the Association before the first day of March of the year for which the charge is made. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of February of each year, and written notice of the charge so fixed shall be sent to each member.

(III) Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of 10% per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. Every Owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this sub paragraph of the Restrictions.

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

D. Purpose of the Assessments. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and for the improvement and maintenance of any properties owned, operated or maintained by the Association

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E. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member or associate member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions, or any other authority, owed by the member or associate member remains unpaid; (ii) during the period of any continuing violation of these restrictive covenants commencing with declaration of the existence of the violation by the Board of Directors of the Association; and/or (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

9. USE OF THE RESERVOIR.

All operation of boats upon Morse Reservoir is pursuant to a license that shall be exercised in accordance with the limitations made by a joint committee of The Shorewood Corporation and the Indianapolis Water Company made according to the procedures set out in the License Agreement recorded in Book 121, Instrument No. 4863, in the Office of the Recorder of Hamilton County, Indiana. That committee shall have the power to assess fines for the violation of any limitations on boat traffic on Morse Reservoir in accordance with the schedule of fines promulgated by it, and which shall become a charge upon the lot owned by the person against whom the fine is assessed.

10. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including The Shorewood Corporation or Indianapolis Water Company (with respect to activities that affect Morse Reservoir), may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer, The Shorewood Corporation, Indianapolis Water Company nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

11. EFFECT OF BECOMING AN OWNER

The Owner of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer, the Committee and the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Committee and the Association and to and with the Owners and subsequent owners of each

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of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

12. TITLES

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

13. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2080, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development, or Indianapolis Water Company with regard to its Morse Reservoir.

14. 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.

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CHICAGO TITLE

BOOK 180 PAGE 59

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 21st day of September, 1984.

Shamrock Builders, Inc. (Developer)

By William Roger O'Herren
William Roger O'Herren, President

Olga K. O'Herren
Olga K. O'Herren, Secretary

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared William Roger O'Herren and Olga K. O'Herren the President and Secretary respectively of Shamrock Builders, Inc. who acknowledged the execution of the foregoing Declaration of Restrictions.

Witness my hand and seal this 21st day of September 1984.

S Sharon F. Smith
Sharon F. Smith Notary Public

My Commission Expires:
10-24-87

County of Residence:
Marion



This instrument was prepared by Hayes T. O'Brien, attorney at law.

EXHIBIT A

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Part of the Southeast Quarter of Section 14 and of the Northeast Quarter of Section 23 in Township 19 North of Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at a stone marking the Northeast corner of the Northeast Quarter of Section 23, which corner is also the Southeast corner of the Southeast Quarter of Section 14, from which (stone) a stone marking the Southeast corner of the Northeast Quarter of Section 23 lies 2650.20 feet South 00 degrees 05 minutes 46 seconds West (assumed bearing); thence along the East line of the Southeast Quarter of Section 14 North 00 degrees 20 minutes 12 seconds East 1328.25 feet to a stone marking the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 14; thence along the East line of the Southeast Quarter of Section 14 North 00 degrees 46 minutes 33 seconds East 1.90 feet to the center line of Carrigan Road (East 209th Street) as located and established during November of 1979; thence along said center line South 89 degrees 56 minutes 00 seconds West 900.00 feet; thence along said center line South 89 degrees 42 minutes 00 seconds West 129.30 feet to the POINT OF BEGINNING on the East line of the land referred to as "Parcel 19" in a Special Warranty Deed of conveyance to The Shorewood Corporation recorded October 22, 1970 as Instrument #4864 on pages 247 through 266 of Book 239 in the Office of the Recorder of said County, said point being a perpendicular distance of 50 feet Westerly from the center line of a levee on the East side of Morse Reservoir, which levee is known as the East Embankment (the next five courses are along the East line of "Parcel 19" which is parallel with and 50 feet West of said center line of said East Embankment); (1) thence South 05 degrees 13 minutes 48 seconds East 854.56 feet to a point on a curve from which the radius point lies 523.01 feet South 84 degrees 46 minutes 12 seconds West; (2) thence Southerly along said curve 36.51 feet to a point 523.01 feet North 88 degrees 46 minutes 12 seconds East of said radius point; (3) thence South 01 degrees 13 minutes 48 seconds East 667.99 feet to a point on a curve from which the radius point lies 550.04 feet North 88 degrees 46 minutes 12 seconds East; (4) thence Southeasterly along said curve 563.20 feet to a point 550.04 feet South 50 degrees 06 minutes 12 seconds West of said radius point; (5) thence South 59 degrees 53 minutes 48 seconds East 42.81 feet to the South boundary of "Parcel 19"; thence North 89 degrees 57 minutes 15 seconds West along said South boundary 255 feet, more or less, to the shore line of Morse Reservoir as said shore line would have been established December 30, 1960, plus accretion and minus erosion (with the water level thereof at an elevation of 810.0 feet above mean sea level); thence Northwesterly, Westerly and Southwesterly along the meandering shore line of said Reservoir 500 feet, more or less, to a line bearing South 36 degrees 20 minutes 00 seconds East from a point 1590.54 feet South 57 degrees 25 minutes 37 seconds West of aforesaid Northeast corner of the Northeast Quarter of Section 23; thence North 36 degrees 20 minutes 00 seconds West 68 feet, more or less, to said point; thence North 36 degrees 20 minutes 00 seconds West 32 feet, more or less, to said shore line, which is the Westerly boundary of said "Parcel 19" (the next three courses are the boundaries of "Parcel 19"); thence Northerly along the meandering shore line of said Reservoir to a point on a line that is parallel with and 50 feet South of said center line of Carrigan Road; thence along said parallel line North 87 degrees 59 minutes 08 seconds East 70 feet, more or less, to a line that crosses the center line of said Carrigan Road perpendicularly at a point that is 400.00 feet East of the East end of the Carrigan Road bridge; thence along said perpendicular line North 02 degrees 00 minutes 52 seconds West 50.00 feet to the last said center line; thence along said center line of Carrigan Road North 87 degrees 59 minutes 08 seconds East 6.55 feet; thence along said center line of Carrigan Road North 89 degrees 42 minutes 00 seconds East 354.31 feet to the Point of Beginning, containing 13.2 acres, more or less.

EXHIBIT A

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ALSO:

Part of the Northeast Quarter of Section 23, Township 19 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at a stone marking the Northeast corner of the Northeast Quarter of Section 23, which corner is also the Southeast corner of the Southeast Quarter of Section 14, from which (stone) a stone marking the Southeast corner of the Northeast Quarter of Section 23 lies 2650.20 feet South 00 degrees 05 minutes 46 seconds West (assumed bearing); thence along the East line of the Southeast Quarter of Section 14 North 00 degrees 20 minutes 12 seconds East 1328.25 feet to a stone marking the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 14; thence along the East line of the Southeast Quarter of Section 14 North 00 degrees 48 minutes 33 seconds East 1.90 feet to the center line of Carrigan Road (East 209th Street) as located and established during November of 1979; thence along said center line South 89 degrees 56 minutes 00 seconds West 900.00 feet; thence along said center line South 89 degrees 42 minutes 00 seconds West 129.30 feet to a point on the East line of the land referred to as "Parcel 19" in a Special Warranty Deed of conveyance to The Shorewood Corporation recorded October 22, 1970 as Instrument #4864 on pages 247 through 266 of Book 239 in the Office of the Recorder of said County, said point being a perpendicular distance of 50 feet Westerly from the center line of a levee on the East side of Morse Reservoir, which levee is known as the East Embankment (the next five courses are along the East line of "Parcel 19" which is parallel with and 50 feet West of said center line of said East Embankment); (1) thence South 05 degrees 13 minutes 48 seconds East 854.56 feet to a point on a curve from which the radius point lies 523.01 feet South 84 degrees 45 minutes 12 seconds West; (2) thence Southerly along said curve 36.51 feet to a point 523.01 feet North 88 degrees 45 minutes 17 seconds East of said radius point; (3) thence South 01 degrees 13 minutes 48 seconds East 667.99 feet to a point on a curve from which the radius point lies 550.04 feet North 85 degrees 45 minutes 12 seconds East; (4) thence Southeasterly along said curve 363.20 feet to a point 550.04 feet South 30 degrees 06 minutes 12 seconds West of said radius point; (5) thence South 39 degrees 53 minutes 48 seconds East 42.81 feet to the South boundary of "Parcel 19", which point is the POINT OF BEGINNING; thence continuing South 39 degrees 53 minutes 48 seconds East parallel with and 50 feet Westerly of said center line of said East Embankment 161.19 feet to a curve having a radius of 150.05 feet, the radius point of which bears South 30 degrees 06 minutes 12 seconds West; thence Southerly along said curve parallel with and 50 feet Westerly of said centerline of said East Embankment 157.13 feet to a point which bears South 89 degrees 53 minutes 48 seconds East from said radius point; thence South 00 degrees 06 minutes 12 seconds West parallel with and 50 feet Westerly of said centerline of said East Embankment 30 feet, more or less, to the shore line of Morse Reservoir as said shore line would have been established December 30, 1960, plus accretion and minus erosion (with the water level thereof at an elevation of 810.0 feet above mean sea level); thence Northwesterly along the meandering shore line of said Reservoir 545 feet, more or less, to a line bearing North 89 degrees 57 minutes 15 seconds West from the Point of Beginning (said line is the Southerly boundary of said "Parcel 19"); thence along said South line South 89 degrees 57 minutes 15 seconds East 255 feet to the Point of Beginning, containing 0.6 acres, more or less.

This Instrument Recorded Sept. 24 1984
Mary L. Clark, Recorder, Hamilton County, Ind.

AMENDMENT OF
DECLARATION OF RESTRICTIONS
EAST HARBOUR II
DEVELOPMENT PROJECT

181

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BOOK PAGE

THIS INSTRUMENT WITNESSETH: **8416569**

WHEREAS, Shamrock Builders, Inc. (the "Developer"), is developing a residential subdivision in Hamilton County, Indiana known as East Harbour II and

WHEREAS, The Developer has recorded certain restrictions which run with the title to the land in the East Harbour II development project which restrictions are known as "Declaration of Restrictions, East Harbour II Development Project" and were recorded on September 24, 1984, as Instrument No. 84-12996, in Miscellaneous Record 180, pages 48 through 61 in the Office of The Recorder of Hamilton County, Indiana, (the "Restrictions") and

WHEREAS, The Developer has not sold any of the lots in the East Harbour II development project and wishes to amend certain of the Restrictions prior to selling any lots in the development.

NOW THEREFORE, The Developer, as the equitable owner as all of the land contained in the area shown on EXHIBIT A, attached hereto and made a part hereof, does hereby declare that all of the platted lots and lands located within the area described in EXHIBIT A hereto, as they become platted are held and shall be held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the following amendments to the Restrictions.

1. The first sentence of Paragraph 3D of the Restrictions is hereby amended to read as follows:

"The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding, aluminum siding or any other similar material." (emphasis added).

2. The last sentence of Paragraph E of the Restrictions is hereby amended to read as follows:

"Every house in the Development must have at least a two car garage." (emphasis added).

In all other respects, the Restrictions shall remain unchanged.

IN WITNESS WHEREOF, The Developer, by its duly authorized officers, has executed this Amendment of Restrictions this 5th day of December, 1984.

Shamrock Builders, Inc. (the Developer)

By: William Roger O'Herron, President

Olga K. O'Herron, Secretary

RECEIVED
REC'D RECORD
STATE OF INDIANA
COUNTY OF MARION)
NOTARY PUBLIC)
HAMILTON CO. IND.)
DEC 7 9 45 AM '84)
SS.

This Instrument Recorded Dec 7 1984
Mary L. Clark, Recorder, Hamilton County, Ind.

Before me, a Notary Public in and for said County and State, personally appeared William Roger O'Herron and Olga K. O'Herron the President and Secretary respectively of Shamrock Builders, Inc. who acknowledged the execution of the foregoing Declaration of Restrictions.

Witness my hand and seal this 5th day of December 1984.

Sharon F. Smith
Notary Public, SHARON F. SMITH

10-27-87
My Commission Expires:

Marion
County of Residence

This instrument was prepared by Hayes T. O'Brien, attorney at law.

AMERICAN 101

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EXHIBIT A

BOOK 181 PAGE 41

Part of the Southeast Quarter of Section 14 and of the Northeast Quarter of Section 23 in Township 19 North of Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at a stone marking the Northeast corner of the Northeast Quarter of Section 23, which corner is also the Southeast corner of the Southeast Quarter of Section 14, from which (stone) a stone marking the Southeast corner of the Northeast Quarter of Section 23 lies 2650.20 feet South 00 degrees 05 minutes 46 seconds West (assumed bearing); thence along the East line of the Southeast Quarter of Section 14 North 00 degrees 20 minutes 12 seconds East 1328.25 feet to a stone marking the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 14; thence along the East line of the Southeast Quarter of Section 14 North 00 degrees 48 minutes 33 seconds East 1.90 feet to the center line of Carrigan Road (East 209th Street) as located and established during November of 1979; thence along said center line South 89 degrees 56 minutes 00 seconds West 900.00 feet; thence along said center line South 89 degrees 42 minutes 00 seconds West 129.30 feet to the POINT OF BEGINNING on the East line of the land referred to as "Parcel 19" in a Special Warranty Deed of conveyance to The Shorewood Corporation recorded October 22, 1970 as Instrument #4864 on pages 247 through 266 of Book 239 in the Office of the Recorder of said County, said point being a perpendicular distance of 50 feet Westerly from the center line of a levee on the East side of Morse Reservoir, which levee is known as the East Embankment (the next five courses are along the East line of "Parcel 19" which is parallel with and 30 feet West of said center line of said East Embankment); (1) thence South 05 degrees 13 minutes 48 seconds East 854.56 feet to a point on a curve from which the radius point lies 523.01 feet South 84 degrees 46 minutes 12 seconds West; (2) thence Southerly along said curve 36.51 feet to a point 523.01 feet North 88 degrees 46 minutes 12 seconds East of said radius point; (3) thence South 01 degrees 13 minutes 48 seconds East 667.99 feet to a point on a curve from which the radius point lies 550.04 feet North 88 degrees 46 minutes 12 seconds East; (4) thence Southeasterly along said curve 563.20 feet to a point 550.04 feet South 30 degrees 06 minutes 12 seconds West of said radius point; (5) thence South 59 degrees 53 minutes 48 seconds East 42.81 feet to the South boundary of "Parcel 19"; thence North 89 degrees 57 minutes 15 seconds West along said South boundary 253 feet, more or less, to the shore line of Morse Reservoir as said shore line would have been established December 30, 1960, plus accretion and minus erosion (with the water level thereof at an elevation of 810.0 feet above mean sea level); thence Northwesterly, Westerly and Southwesterly along the meandering shore line of said Reservoir 500 feet, more or less, to a line bearing South 36 degrees 20 minutes 00 seconds East from a point 1590.54 feet South 57 degrees 23 minutes 37 seconds West of aforesaid Northeast corner of the Northeast Quarter of Section 23; thence North 36 degrees 20 minutes 00 seconds West 58 feet, more or less, to said point; thence North 36 degrees 20 minutes 00 seconds West 32 feet, more or less, to said shore line, which is the Westerly boundary of said "Parcel 19" (the next three courses are the boundaries of "Parcel 19"); thence Northerly along the meandering shore line of said Reservoir to a point on a line that is parallel with and 30 feet South of said center line of Carrigan Road; thence along said parallel line North 87 degrees 59 minutes 08 seconds East 70 feet, more or less, to a line that crosses the center line of said Carrigan Road perpendicularly at a point that is 400.00 feet East of the East end of the Carrigan Road bridge; thence along said perpendicular line North 02 degrees 00 minutes 32 seconds West 50.00 feet to the last said center line; thence along said center line of Carrigan Road North 87 degrees 39 minutes 08 seconds East 6.55 feet; thence along said center line of Carrigan Road North 89 degrees 42 minutes 00 seconds East 354.31 feet to the Point of Beginning, containing 13.2 acres, more or less.

EXHIBIT A

BOOK 181 PAGE 45

ALSO:

Part of the Northeast Quarter of Section 23, Township 19 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at a stone marking the Northeast corner of the Northeast Quarter of Section 23, which corner is also the Southeast corner of the Southeast Quarter of Section 14, from which (stone) a stone marking the Southeast corner of the Northeast Quarter of Section 23 lies 2650.20 feet South 00 degrees 05 minutes 46 seconds West (assumed bearing); thence along the East line of the Southeast Quarter of Section 14 North 00 degrees 20 minutes 12 seconds East 1328.25 feet to a stone marking the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 14; thence along the East line of the Southeast Quarter of Section 14 North 00 degrees 48 minutes 33 seconds East 1.90 feet to the center line of Carrigan Road (East 209th Street) as located and established during November of 1979; thence along said center line South 89 degrees 56 minutes 00 seconds West 900.00 feet; thence along said center line South 89 degrees 42 minutes 00 seconds West 129.30 feet to a point on the East line of the land referred to as "Parcel 19" in a Special Warranty Deed of conveyance to The Shorewood Corporation recorded October 22, 1970 as Instrument #4864 on pages 247 through 266 of Book 239 in the Office of the Recorder of said County, said point being a perpendicular distance of 50 feet Westerly from the center line of a levee on the East side of Morse Reservoir, which levee is known as the East Embankment (the next five courses are along the East line of "Parcel 19" which is parallel with and 30 feet West of said center line of said East Embankment); (1) thence South 05 degrees 13 minutes 48 seconds East 854.56 feet to a point on a curve from which the radius point lies 523.01 feet South 84 degrees 46 minutes 12 seconds West; (2) thence Southerly along said curve 36.51 feet to a point 523.01 feet North 88 degrees 40 minutes 12 seconds East of said radius point; (3) thence South 01 degrees 15 minutes 48 seconds East 667.99 feet to a point on a curve from which the radius point lies 550.04 feet North 88 degrees 46 minutes 12 seconds East; (4) thence Southeasterly along said curve 563.20 feet to a point 550.04 feet South 30 degrees 06 minutes 12 seconds West of said radius point; (5) thence South 99 degrees 53 minutes 48 seconds East 42.81 feet to the South boundary of "Parcel 19", which point is the POINT OF BEGINNING; thence continuing South 99 degrees 53 minutes 48 seconds East parallel with and 50 feet Westerly of said center line of said East Embankment 181.19 feet to a curve having a radius of 150.05 feet, the radius point of which bears South 30 degrees 06 minutes 12 seconds West; thence Southerly along said curve parallel with and 50 feet Westerly of said centerline of said East Embankment 157.13 feet to a point which bears South 89 degrees 53 minutes 48 seconds East from said radius point; thence South 00 degrees 06 minutes 12 seconds West parallel with and 50 feet Westerly of said centerline of said East Embankment 30 feet, more or less, to the shore line of Morse Reservoir as said shore line would have been established December 30, 1960, plus accretion and minus erosion (with the water level thereof at an elevation of 210.0 feet above mean sea level); thence Northwesterly along the meandering shore line of said Reservoir 345 feet, more or less, to a line bearing North 89 degrees 57 minutes 15 seconds West from the Point of Beginning (said line is the Southerly boundary of said "Parcel 19"); thence along said South line South 89 degrees 57 minutes 15 seconds East 255 feet to the Point of Beginning, containing 0.6 acres, more or less.

This Instrument Recorded Dec 7 1984
Mary L. Clark, Recorder, Hamilton County, Ind.