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DECLARATION OF RESTRICTIONS  
OF  
GEIST HARBOURS

1650  
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THIS DECLARATION made this 14th day of May, 1981, by  
The Shorewood Corporation, an Indiana corporation (hereinafter referred to as  
the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of the land contained in the area shown  
on Exhibit A, attached hereto and made a part hereof, which lands will be  
subdivided (all of which are hereinafter referred to as the "Development"); 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 Develop-  
ment mutual and beneficial restrictions, covenants, conditions and charges  
(hereinafter referred to as the "Restrictions") under a general plan or scheme of  
improvement for the benefit and complement of the lots and lands in the Development  
and the future owners thereof:

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

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

A. "Committee" shall mean the Geist Harbour 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.

B. "Lot" shall mean any parcel of real estate, whether residential or otherwise,  
described by one of the plats of the Development which is recorded in the Office  
of the Recorder of Marion County, Indiana.

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

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D. "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.

E. "Association" shall mean the Geist Harbours Property Owners Association, Inc., an Indiana not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 10 of this Declaration and its Articles of Incorporation.

## 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.

Prior to issuance of an Improvement Location Permit, a delineation of the building area for the lot shall be submitted for approval by the Development Control Committee, and all trees more than twelve (12) inches caliper diameter outside the building, driving and parking areas shall be designated by type and size and shall not be removed unless approved by the Development Control Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way.

Removal or destruction of such trees by a lot owner or his successors in title, other than by acts of God or circumstances beyond the lot owner's control, within ninety (90) days notice in writing, shall be replaced by a tree of a type and size established by the Development Control Committee, and upon failure to do so, the Development Control Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. For purposes of executing this covenant, an easement for ingress and egress shall be reserved on each lot for the performance thereof.

Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements. Pruning of trees outside the building line shall be permitted subject to the review and approval of the Development Control Committee and shall be undertaken only by qualified persons having adequate equipment to properly protect and preserve such trees.

In addition to individual site plan restrictions and tree preservation administered by the Development Control Committee, platted building lines, minimum distances between buildings and minimum front and rear building lines shall be established on each plat. Since the entire perimeter is heavily wooded, additional ornamental plantings or other landscape devices should be minimal with primary emphasis being placed upon preservation of natural amenities and enforced by the Development Control Committee as hereinbefore stated. Certain coves, inlets and unbuildable valleys shall be preserved in their natural state and designated "undisturbed areas" on the various plats of the Development.

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. No metal outbuildings shall be permitted on any lot in the development.

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 Developer, recorded as Instrument No. 70-46984 in the Office of the Recorder of Marion County, Indiana, and also to all governmental zoning authority and regulation affecting the development, all of which are incorporated herein by reference.

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

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on the lots in the Development shall be as specified in the recorded plats of the various sections of the Development.

B. Residential Size and Set-Back Requirements.

(i) In General. Residential lot size and set-back requirements shall be set forth in the plat restrictions accompanying each recorded plat.

C. Fences, Mailboxes and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or mailbox must be approved by the Committee as to size, location, height, and composition before it is installed. A lot must have at least two trees growing upon it in the front yard by the time the house is completed, weather conditions permitting, and if this requires planting by the owner, the Committee must approve the size and location of such trees.

D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage apron.

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 at least a two-car garage, attached or detached.

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. Time in Which to Build Structures. The time or times within which the owners of the residential lots within the Development must construct and complete, ready for habitation, houses on their lots after their purchase of the lot will be designated on the recorded plats of the section within the Development, if any. If a house is not completed upon a lot within the prescribed time, the Developer shall have the right to repurchase such lot for a price, in cash, equal to the owner's cost basis in the lot, including the cost of improvements until the time that a house is completed upon such lot in the manner set out in this Declaration.

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.

(v) Where applicable, prevent debris and foreign material from entering Geist Reservoir, or, when any such debris has entered Geist 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) Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

J. Developer's and Association's Right to Perform Certain Maintenance. In the event that any owner of a lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer and 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 therefore to the Developer or the Association shall be collected in any reasonable manner from the owner. Neither the Developer nor the Association or any of its agents, employees, or contractors

shall be liable for any damage which may result from any maintenance work performed hereunder. Powers of enforcement of such lien shall be under the same terms and conditions of enforcement of liens as set forth in Paragraph 8, sub-paragraph B under Use of the Reservoir, following.

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 Geist Reservoir. No discharge from any floor drain shall be permitted to enter into Geist 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 attorney's fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither 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.

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the City of Indianapolis Department of Public Works.

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.

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.

D. Vehicle Parking. No trucks, campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or lot in the Development, unless the same shall be screened in such a manner that it is not visible to the occupants of the other lots in the Development, the users of any street in the Development, or to persons upon Geist Reservoir. A determination of what constitutes adequate screening shall be the determination of the Committee and shall be illustrated on the plot plan showing improvements to be placed on the lot.

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 F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. 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 any time, except at the times when refuse collections are being made.

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

H. Temporary Structures. No temporary 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, except upon lands specifically designated by the Developer for camping purposes, and then only subject to such rules as may be adopted by the Developer for the use of camping areas.

I. 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 Geist 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, which are as follows:

- (i) All docks must be floating and secured to avoid release by flood waters.
- (ii) There shall be no covered boat docks without the specific written approval of the Development Control Committee.
- (iii) All docks shall be white, gray, blue or natural in color.
- (iv) Anchoring devices must be hidden.
- (v) Plans for all boat docks must be submitted to the Development Control Committee for approval before installation is made.
- (vi) There shall be no individual launch sites or ramps constructed on any residential lot.
- (vii) Any boathouse constructed upon a lot may not protrude into the Reservoir, but must be constructed and excavated back into the lot.
- (viii) In all instances of the above recited installations such construction shall conform to the requirements of the Indiana Department of Natural Resources and the Indianapolis Department of Public Works.

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

K. 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 drive culverts between the road right-of-way and their lots in conformity with specifications and recommendations of the City of Indianapolis Department of Transportation.

L. Utility Services. Utility services shall be installed underground in or adjacent to public rights-of-way to minimize removal of trees.

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

N. Pumping. The pumping of water from Geist Reservoir is prohibited by recorded agreement with the Indianapolis Water Company.

6. GEIST HARBOUR DEVELOPMENT CONTROL COMMITTEE.

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

(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 building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require. There shall also be submitted, where applicable, the permits or reports required under paragraph 3 of these Restrictions.

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

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

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

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

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.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

D. Piers, Boat Docks and Boathouses. When the Committee shall permit the construction or placing of a structure wholly or partly within Geist Reservoir, such permit shall constitute a license, and only a license, from the Indianapolis Water Company and the Developer or its successors in title to Geist Reservoir, and said structures must have the prior approval of the Committee.

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

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

#### 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. USE OF THE RESERVOIR.

A. All operation of boats upon Geist Reservoir is pursuant to a license that shall be exercised in accordance with the limitations made by the joint committee of the Developer and the Indianapolis Water Company made according to the procedures set out in the License Agreement recorded as Instrument No. 70-46985, in the Office of the Recorder of Marion County, Indiana. That committee shall have the power to assess fines for the violation of any limitations on boat traffic on Geist Reservoir in accordance with the schedule of fines promulgated by it, and which shall become a charge upon the lot owner by the person against whom the fine is assessed.

B. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 10% per annum until paid in full. If in the opinion of the Developer, such charge has remained due and payable for an unreasonably long period of time, the Developer may, 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 attorney's fees, incurred by the Developer 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 Developer all fines that shall be made pursuant to this paragraph 8 of the Restrictions.

9. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including the Developer or Indianapolis Water Company (with respect to activities that affect Geist Reservoir), may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor Indianapolis Water Company 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.

10. GEIST HARBOURS PROPERTY OWNERS' ASSOCIATION, INC.

A. In General.

(1) There has been created, under the laws of the State of Indiana, a not-for-profit corporation known as the "Geist Harbours Property Owners' Association, Inc." which is referred to as the "Association". Every owner or contract purchaser of a residential lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions on other Owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual charge.

(11) In addition to the foregoing, the Board of Directors of the Association may establish associate memberships in the Association for persons 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 create a legal entity responsible for providing a security service for the Development and any other services that the Board of Directors of the Association may deem appropriate for the general benefit of the Development.

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

(iii) 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 within the Development as may be conveyed to the Association.

C. 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 \$120.00 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 determine after consideration of the financial requirements of the Association, the annual charge may be greater than \$120.00. No charge shall ever be levied by the Association against the Developer or any corporation that may be created to acquire title to and operate utilities serving the Development.

(ii) Every such charge shall be paid in advance 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. Assessments shall be payable on the contract closing of a lot or the delivery of the deed for a lot, whichever occurs first. Payments shall be prorated from date of closing until the following March 1st and thereafter payable annually.

(iii) Any charge levied or assessed against any lot, together with interest and other charges and costs hereinafter provided, shall become and remain a lien upon that lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the Owner or Owners of the lot at the time the charge fell due. Such charge shall bear interest at the rate of one per cent (1%) per month 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 legal or equitable 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 the expense or costs, including attorney's fees, incurred by the Association in collecting the same. Every legal or equitable 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 a legal or equitable Owner of a lot in the Development is hereby notified that by the act of 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 these 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 certificates 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, in particular, for the purpose of providing security for the Development and for the improvement and the maintenance of the properties owned or operated by the Association.

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 services to be provided by the Association together with 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 owed by the member or associate member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

#### 11. 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.

#### 12. 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, 2069, 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 Geist Reservoir.

#### 13. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, or severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 11th  
day of May, 1981.

THE SHOREWOOD CORPORATION

By Stanley E. Hunt  
Stanley E. Hunt, President

SEAL  
ATTEST:

Hayes T. O'Brien  
Hayes T. O'Brien, Secretary

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally  
appeared The Shorewood Corporation, by its President and Secretary, respectively,  
who, for and in behalf of said corporation, acknowledged the execution of the  
foregoing Declaration of Restrictions of Geist Harbours.

Subscribed and sworn to before me this 11th day of May, 1981.

Cheri L. Graf  
Cheri L. Graf, Notary Public

My Commission Expires June 17, 1984

My County of Residence Is Hamilton

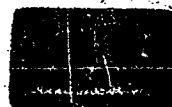
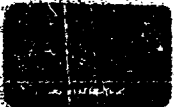


EXHIBIT "A"

GEIST HARBOURS - PARCELS 7 and 9 COMBINED

Part of Section 20, part of the West Half of Section 21, and part of the Southwest Quarter of Section 16, all in Township 17 North, Range 5 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the South line of said Section 20, said point of beginning being 250.00 feet East of the West line of the East Half of the Southwest Quarter of said Section 20 by deed to the Shorewood Corporation recorded as Instrument No. 2949-61 in the Office of the Recorder of Marion County, Indiana; thence North 89°32'47" East along said South line 738.28 feet; thence North 00°27'13" West perpendicular to said South line 300.00 feet; thence North 32°20'44" East 217.84 feet; thence North 00°27'13" West perpendicular to said South line 244.17 feet; thence North 44°51'21" East 217.68 feet; thence North 89°51'21" East parallel with the South line of the Southeast Quarter of said Section 20 a distance of 972.00 feet; thence North 62°18'38" East 313.54 feet; thence North 89°51'21" East parallel with said South line 500.00 feet; thence South 00°08'39" East perpendicular to said South line 25.00 feet; thence North 69°51'46" East 380.20 feet; thence North 89°51'21" East parallel with said South line 640.01 feet to the East line of said Southeast Quarter; thence North 00°13'34" East along said East line 186.10 feet to the Northeast corner of the Southeast Quarter of said Southeast Quarter, said corner being also the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 21; thence North 89°26'23" East along the South line of said quarter-quarter-section a distance of 676.50 feet; thence North 00°33'37" West 66.00 feet; thence North 89°26'23" East parallel with said South line 165.00 feet; thence South 00°33'37" East 66.00 feet to said South line; thence North 89°26'23" East along said South line 374.87 feet; thence North 00°33'37" West 200.00 feet; thence North 15°07'33" West 136.10 feet; thence North 77°51'46" East 27.00 feet; thence North 12°08'14" West 189.00 feet; thence North 83°51'46" East 103.00 feet; thence North 76°08'37" East 192.00 feet; thence North 21°13'37" East 288 feet, more or less, to a point on the Southwestern shore line of Geist Reservoir as established when said reservoir is full (with the water level thereof being at an elevation of 785.00 feet above mean sea level); thence Westerly, Northerly and Southwesterly along said meandering shore line 12,900 feet, more or less, to a point on the line which has a bearing of South 39°46'26" East and which passes through the next described point; thence South 39°46'26" East along said line 562 feet, more or less, to a point on the line having a bearing of South 42°13'34" West and crossing the centerline of the south approach road to Geist Dam at a point 1270.00 feet measured Westerly along said centerline from the East line of the aforesaid Section 20, said point on the last described line being located 525.00 feet Northeast of said centerline; thence South 42°13'34" West along the last described line 885.00 feet; thence North 86°46'26" West 350.00 feet; thence South 26°13'34" West 400.00 feet; thence South 27°46'26" East 400.00 feet; thence South 62°13'34" West 400.00 feet; thence North 27°46'26" West 650.00 feet; thence South 35°46'26" West 2145.32 feet to the point of beginning, containing 230.97 acres, more or less; subject to highways, rights-of-way and easements.

Geist Reservoir

81

PARCEL 9

PARCEL 7

FOX

EAST 79th STREET

EXH

INDIAN CREEK ROAD

SUNNYSIDE ROAD

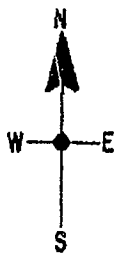
81 29285

FEATHER COVE

(GEIST HARBOURS SOUTH)

FALL CREEK ROAD

Geist Reservoir



SCALE: 1" = 500'

DAM

81 29285

PARCEL

EAST 79th STREET

INDIAN CREEK ROAD

81 29

FEATHER

(GEIST HARBOUR)

81 29285

PARCEL 9

CEL 7

FOX ROAD

SUNNYSIDE ROAD

EXHIBIT "A"

29285

R COVE

FOURS SOUTH



October 18, 1985  
PIC Job #83100-10900



850091909

PAUL I. CRIFE, INC./7172 Graham Road/Indianapolis, Indiana 46250/(317) 942-6777

500  
CROSS REFERENCE

CROSS REFERENCE

CORRECTION CERTIFICATE  
FEATHER COVE - SECTION IX SOUTH

I, the undersigned, hereby certify that the plat of Feather Cove - Section IX South recorded as Instrument No. 85-87363 on October 7, 1985 in the Office of the Recorder of Marion County, Indiana was prepared under my supervision and certified by me.

By error of the scrivener, the second paragraph in the owner's certification is incorrectly typed as: "This subdivision shall be known and designated as FEATHER COVE - SECTION IX."

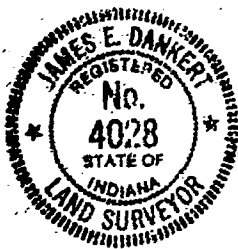
To correct said error, the second paragraph in the owner's certification shall read: "This subdivision shall be known and designated as FEATHER COVE - SECTION IX SOUTH."

OCT 21 1 03 PM 1985  
RECORDED IN MARION COUNTY INDIANA

OCT 18 02 28 86  
DUPLICATE  
FOR TAXATION

James E. Dankert, R.L.S. #4028

FILED  
OCT 21 1985  
LAWRENCE TOWNSHIP  
ASSOCIATES



*James E. Dankert*  
James E. Dankert, R.L.S. #4028

APPROVAL  
OF  
THE BOARD'S SUBSTITUTION  
IN THE LAND DEVELOPMENT  
COMMISSION  
DIVISION OF PLANNING & ZONING  
PLAT COMMITTEE  
OCT 21 1985  
SUBDIVISION ADMINISTRATOR

APPROVED THIS 21<sup>st</sup>  
DAY OF Oct 1985  
LAWRENCE TOWNSHIP ASSessor  
FPR DRAFTSMAN

This instrument prepared by Paul I. Cripe, Inc. this 18th day of October 1985.

860049344

DULY ENTERED FOR TAXATION

FILED

JUN 10 1986

014742

Jay D. Mowery  
MARION COUNTY AUDITOR

FILED  
JUN 10 1986  
LAWRENCE TOWNSHIP  
ASSESSOR

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER-MARION CO.  
JUN 10 10 34 AM '86  
FIRST AMEDEMMENT TO  
DECLARATION OF RESTRICTIONS  
OF GEIST HARBOURS

THIS DECLARATION made this 5th day of June, 1986, by  
The Shorewood Corporation, an Indiana Corporation, (hereinafter  
referred to as the "Developer"),

WITNESSETH:

WHEREAS, the Developer is the owner of the land contained in  
the area described in Exhibit "A", as attached hereto and made a  
part hereof, which land has been and shall be subdivided as part  
of the said Development commenced simultaneously with the  
"Declaration of Restriction of Geist Harbours," which Declaration  
was executed by Developer on May 11, 1981, and recorded in the  
Office of the Record of Marion County, Indiana, on May 14, 1981,  
as Instrument Number 81-29285; and

WHEREAS, Developer's plan for the development and platting of  
the land described in Exhibit "A" is part of the same general plan  
and scheme of improvement referred to in the original "Declaration  
of Restrictions of Geist Harbours" referred to above.

NOW, THEREFORE, the "Declaration of Restrictions of Geist  
Harbours" recorded May 14, 1981, in the Office of the recorder of  
Marion County is hereby amended by the addition to Exhibit "A"  
thereto of the description of the real estate described in Exhibit  
"A" hereto.

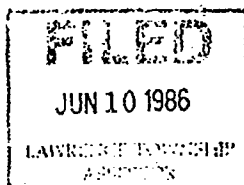
It is the intention of the Developer, by this amendment, to  
subject all of the real estate described in Exhibit "A" hereto,  
to the Declaration of Restrictions of Geist Harbours as fully and



Exhibit "A"

Part of the East Half of the West Half of Section 21 and part of the East Half of Section 21, all in Township 17 North, Range 5 East in Marion County, Indiana, more particularly described as follows:

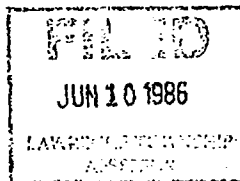
Commencing at the Southeast corner of the Southeast Quarter of said Section 21; thence along the East line thereof North 00 degrees 08 minutes 44 seconds East 2567.00 feet; thence South 89 degrees 20 minutes 46 seconds West 1122.97 feet; thence South 00 degrees 08 minutes 49 seconds West 385.57 feet; thence South 89 degrees 55 minutes 24 seconds West 748.00 feet; thence North 00 degrees 17 minutes 35 seconds West 467.02 feet; thence North 89 degrees 00 minutes 40 seconds West 448.52 feet; thence South 45 degrees 59 minutes 20 seconds West 107.48 feet; thence North 89 degrees 00 minutes 40 seconds West 286.34 feet to the Point of Beginning; thence North 00 degrees 59 minutes 20 seconds East 199.01 feet; thence North 18 degrees 54 minutes 30 seconds East 191.32 feet; thence North 29 degrees 30 minutes 03 seconds East 87.32 feet; thence North 42 degrees 34 minutes 02 seconds East 433.14 feet; thence North 32 degrees 05 minutes 33 seconds East 69.64 feet; thence North 06 degrees 05 minutes 19 seconds East 75.43 feet; thence North 34 degrees 30 minutes 31 seconds East 135.92 feet; thence North 07 degrees 18 minutes 21 seconds East 78.64 feet; thence North 20 degrees 08 minutes 11 seconds East 89.24 feet; thence South 82 degrees 20 minutes 20 seconds West 249.20 feet to a point on a curve having a radius of 320.23 feet, the radius point of which bears South 82 degrees 20 minutes 20 seconds West; thence Southerly along said curve 17.33 feet to a point which bears North 85 degrees 26 minutes 21 seconds East from said radius point; thence South 85 degrees 26 minutes 21 seconds West 102.20 feet; thence North 38 degrees 18 minutes 00 seconds West 91.17 feet; thence North 46 degrees 45 minutes 00 seconds West 182.72 feet; thence North 50 degrees 33 minutes 40 seconds West 140.00 feet; thence North 81 degrees 22 minutes 15 seconds West 62.00 feet; thence South 71 degrees 50 minutes 00 seconds West 93 feet, more or less, to a point on the shore line of Geist Reservoir as established when said Reservoir is full (with the water level thereof at an elevation of 785.00 feet above mean sea level); thence generally Southerly and Easterly along said meandering shore line to a point which bears South 00 degrees 00 minutes 00 seconds from a point which bears North 89 degrees 00 minutes 40 seconds West 752.00 feet from the point of beginning; thence from said shore line bear North 00 degrees 00 minutes 00 seconds 2 feet, more or less, to said point which bears North 89 degrees 00 minutes 40 seconds West 752.00 feet from the point of beginning; thence South 89 degrees 00 minutes 40 seconds East 752.00 feet to the Point of Beginning, containing 25 acres, more or less.



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ALSO

Commencing at the Southeast corner of the Southeast Quarter of said Section 21; thence along the East line thereof North 00 degrees 08 minutes 44 seconds East 2567.00 feet; thence South 89 degrees 20 minutes 46 seconds West 1122.97 feet; thence South 00 degrees 08 minutes 49 seconds West 385.57 feet; thence South 89 degrees 55 minutes 24 seconds West 748.00 feet; thence North 00 degrees 17 minutes 35 seconds West 467.02 feet; thence North 89 degrees 00 minutes 40 seconds West 448.52 feet; thence South 45 degrees 59 minutes 20 seconds West 107.48 feet; thence North 89 degrees 00 minutes 40 seconds West 286.34 feet; thence North 00 degrees 59 minutes 20 seconds East 199.01 feet; thence North 18 degrees 54 minutes 30 seconds East 191.32 feet; thence North 29 degrees 30 minutes 03 seconds East 87.32 feet; thence North 42 degrees 34 minutes 02 seconds East 433.14 feet; thence North 32 degrees 05 minutes 33 seconds East 69.64 feet; thence North 06 degrees 05 minutes 19 seconds East 75.43 feet; thence North 34 degrees 30 minutes 31 seconds East 135.92 feet; thence North 07 degrees 18 minutes 21 seconds East 78.64 feet; thence North 20 degrees 08 minutes 11 seconds East 89.24 feet to the Point of Beginning; thence continue North 20 degrees 08 minutes 11 seconds East 6.62 feet; thence North 29 degrees 35 minutes 16 seconds East 135.70 feet; thence North 60 degrees 54 minutes 40 seconds West 162.50 feet; thence North 49 degrees 44 minutes 26 seconds West 145.45 feet; thence North 22 degrees 20 minutes 53 seconds West 97.31 feet; thence North 56 degrees 47 minutes 36 seconds East 65.73 feet; thence North 16 degrees 41 minutes 57 seconds East 177.48 feet; thence North 44 degrees 48 minutes 16 seconds East 103.59 feet; thence North 29 degrees 52 minutes 01 seconds West 58.23 feet; thence North 13 degrees 03 minutes 42 seconds East 38.50 feet; thence North 25 degrees 29 minutes 12 seconds West 73.67 feet; thence North 77 degrees 55 minutes 00 seconds East 8 feet, more or less, to a point on the shore line of Geist Reservoir as established when said Reservoir is full (with the water level thereof at an elevation of 785.0 feet above mean sea level); thence generally Northerly, Westerly and Southerly along said meandering shore line to a point which bears South 71 degrees 50 minutes 00 seconds West from a point which bears North 71 degrees 29 minutes 14 seconds West 744.56 feet from the point of beginning; thence from said shore line bear North 71 degrees 50 minutes 00 seconds East 93 feet, more or less, to said point which bears North 71 degrees 29 minutes 14 seconds West 744.56 feet from the point of beginning; thence South 81 degrees 22 minutes 15 seconds East 62.00 feet; thence South 50 degrees 33 minutes 40 seconds East 140.00 feet; thence South 46 degrees 45 minutes 00 seconds East 182.72 feet; thence South 38 degrees 18 minutes 00 seconds East 91.17 feet;



8600493-14

thence North 85 degrees 26 minutes 21 seconds East 102.20 feet to a point on a curve having a radius of 320.22 feet, the radius point of which bears South 85 degrees 26 minutes 21 seconds West; thence Northerly along said curve 17.33 feet to a point which bears North 82 degrees 20 minutes 20 seconds East from said radius point; thence North 82 degrees 20 minutes 20 seconds East 249.20 feet to the Point of Beginning, containing 19.2 acres, more or less.

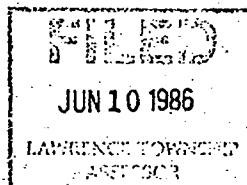
ALSO:

A part of the Northeast Quarter of Section 21 and part of the Southeast Quarter of Section 16, all in Township 17 North, Range 5 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Section 16; thence North 00 degrees 41 minutes 04 seconds East 65 feet, more or less, to a point on the shore line of Geist Reservoir as established when said Reservoir is full (with the water level thereof at an elevation 785.0 feet above mean sea level); thence generally Westerly and Southwesterly along said shore line to a point which bears North 09 degrees 47 minutes 16 seconds West 280 feet, more or less, from a point which bears South 57 degrees 45 minutes 51 seconds West 982.84 feet from the point of beginning; thence from said shore line South 09 degrees 47 minutes 16 seconds East 280 feet, more or less, to said point which bears South 57 degrees 45 minutes 51 seconds West from the point of beginning; thence South 49 degrees 47 minutes 16 seconds East 430.00 feet; thence South 00 degrees 12 minutes 44 seconds West 31.23 feet to a point on a curve having a radius of 265.00 feet, the radius point of which bears South 20 degrees 00 minutes 55 seconds East; thence Easterly along said curve 167.56 feet to a point which bears North 16 degrees 12 minutes 45 seconds East from said radius point; thence South 73 degrees 47 minutes 15 seconds East 100.04 feet to a curve having a radius of 575.00 feet, the radius point of which bears North 16 degrees 12 minutes 45 seconds East; thence Easterly along said curve 160.57 feet to a point which bears South 00 degrees 12 minutes 45 seconds West from said radius point; thence South 89 degrees 47 minutes 15 seconds East 80.68 feet to a point on the East line of said Northeast Quarter Section which bears South 00 degrees 12 minutes 44 seconds West 878.73 feet from the point of beginning; thence along said East line North 00 degrees 12 minutes 44 seconds East 878.73 feet to the Point of Beginning, containing 16.5 acres, more or less.

ALSO:

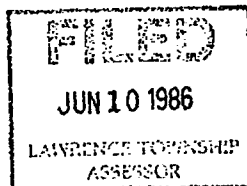
A part of the Northeast Quarter of Section 21, Township 17 North, Range 5 East in Marion County, Indiana, more particularly described as follows:



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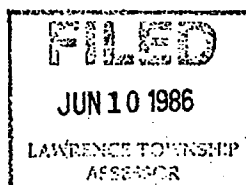
Commencing at the Northeast corner of the Northeast Quarter of said Section 21; thence along the East line thereof South 00 degrees 12 minutes 44 seconds West 953.73 feet to the Point of Beginning; thence North 89 degrees 47 minutes 16 seconds West 500.09 feet; thence parallel with said East line South 00 degrees 12 minutes 44 seconds West 260.00 feet to the Northeast corner of Windsong-Section II, the plat of which was recorded as Instrument 84-97261 in the Office of the Recorder of Marion County, Indiana; thence along the Northerly line of said Windsong-Section II South 87 degrees 11 minutes 24 seconds West 323.56 feet; thence along the Northerly line of said Windsong-Section II South 89 degrees 35 minutes 05 seconds West 504.98 feet to the Northwest corner of said Windsong-Section II, which said corner is also the Northeast corner of Windsong-Section III, the plat of which was recorded as Instrument 85-0742J in said Recorder's Office (the following 15 courses are along the Easterly line of said Windsong-Section III);

- (1) thence North 08 degrees 47 minutes 07 seconds West 24.45 feet;
- (2) thence North 79 degrees 46 minutes 56 seconds West 64.83 feet;
- (3) thence North 19 degrees 28 minutes 51 seconds West 77.96 feet;
- (4) thence North 64 degrees 32 minutes 12 seconds West 58.15 feet;
- (5) thence North 12 degrees 12 minutes 57 seconds East 99.25 feet;
- (6) thence North 51 degrees 34 minutes 55 seconds West 55.52 feet;
- (7) thence North 27 degrees 15 minutes 19 seconds East 55.68 feet;
- (8) thence North 55 degrees 51 minutes 51 seconds West 35.64 feet;
- (9) thence North 04 degrees 34 minutes 26 seconds East 50.16 feet;
- (10) thence North 32 degrees 21 minutes 28 seconds West 77.54 feet;
- (11) thence North 00 degrees 00 minutes 00 seconds East 47.50 feet;
- (12) thence North 79 degrees 16 minutes 16 seconds West 55.69 feet;
- (13) thence South 41 degrees 04 minutes 22 seconds West 45.00 feet;
- (14) thence North 23 degrees 35 minutes 02 seconds West 254.15 feet;
- (15) thence North 59 degrees 08 minutes 35 seconds West 115.03 feet, more or less, to a point on the Southeasterly shore line of Geist Reservoir as established when said Reservoir is full (with the water level thereof at an elevation of 785.0 feet above mean sea level); thence generally Northerly, Northeasterly, Easterly and Southeasterly along said shore line 1230 feet, more or less, to a point which bears North 09 degrees 47 minutes 16 seconds West 280 feet, more or less, from a point which bears North 62 degrees 34 minutes 47 seconds West 932.59 feet from the point of beginning; thence from said shore line South 09 degrees 47 minutes 16 seconds East 280 feet, more or less, to said point which bears North 62 degrees 34 minutes 47 seconds West 932.59 feet from the point of beginning; thence South 49 degrees 47 minutes 16 seconds East 430.00 feet; thence South 00 degrees 12 minutes 44 seconds West 31.23 feet to a point on a curve having a radius of 265.00 feet, the radius point of which bears South 20 degrees 00 minutes 55 seconds East; thence Easterly along said curve 167.56 feet to a point which bears North 16 degrees 12 minutes 45 seconds East from said radius point; thence North 73 degrees 47 minutes 15 seconds East 100.04 feet to a curve



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having a radius of 575.00 feet, the radius point of which bears North 16 degrees 12 minutes 45 seconds East; thence Easterly along said curve 160.57 feet to a point which bears South 00 degrees 12 minutes 45 seconds West from said radius point; thence South 89 degrees 47 minutes 15 seconds East 80.68 feet to a point on the East line of said Northeast Quarter Section which bears North 00 degrees 12 minutes 44 seconds East 75.00 feet from the point of beginning; thence along said East line South 00 degrees 12 minutes 44 seconds West 75.00 feet to the Point of Beginning, containing 23.5 acres, more or less.



860049314



CROSS REFERENCE

860060185



RECORDED IN RECORDS SECTION CO.

JUL 8 2 47 AM '86

570

SURVEYOR'S CERTIFICATE OF CORRECTION

I, the undersigned, do hereby certify that I am the Registered Land Surveyor who prepared the plat of Feathercove Section IX North, the plat of which is recorded as Instrument #85-07419 in the Office of the Recorder of Marion County.

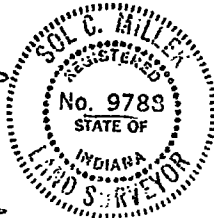
I further certify as follows: 1) that said plat was recorded with reference to a fifty-foot wide strip running along the section line between Section 20 and 21; 2) that said strip was reserved as an easement by The Shorewood Corporation per Warranty Deed to the Indianapolis Water Company recorded as Instrument #65-53091 in said Office of the Recorder; 3) that said strip was quitclaimed to The Shorewood Corporation by the Indianapolis Water Company per Corporate Quitclaim Deed recorded as Instrument #85-05284 in said Office of the Recorder; 4) that by virtue of the above-referenced land transfers, the need for the easement has ceased to exist on the part of The Shorewood Corporation, and therefore easement rights should be extinguished; 5) that said plat should therefore be corrected to delete any reference to said fifty-foot strip.

Certified this 3rd day of July, 1986

Mid States Engineering, Inc.

*Sol C. Miller*  
Sol C. Miller  
Registered Land Surveyor #9788 - Indiana

ONLY ENTERED FOR TAKATION  
JUL 6 660 17689  
COUNTY CLERK  
State of Indiana



STATEMENT OF DECLARANT

**FILED**  
JUL 8 1986

The above statements fully and accurately reflect the facts as they transpired regarding said fifty-foot strip. The Shorewood Corporation hereby approves that said easement rights should be extinguished.

**APPROVAL OF ENGINEER'S CORRECTION**  
METROPOLITAN DEVELOPMENT COMMISSION  
DIVISION OF PLANNING & ZONING  
PLAT COMMITTEE  
*James E. [Signature]* 1986  
SUBDIVISION ADMINISTRATOR

The Shorewood Corporation

*John F. Culp*  
John F. Culp  
Secretary

7/8/86  
Date

OK ju 1-11-87  
10<sup>00</sup>/<sub>3</sub>  
870046441

NOTE: Article VI, Section 3(b) of the rules of the Metropolitan Development Commission requires use of this form in recording commitments made with respect to zoning and approval cases in accordance with I.C. 36-7-4-607. Resolution No. 85-R-69, 1985 of the Metropolitan Development Commission requires the owner to make Commitment #1.

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE  
MADE IN CONNECTION WITH A REZONING OF PROPERTY OR PLAN APPROVAL

In accordance with I.C. 36-7-4-607, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Legal Description:

SEE ATTACHMENT ONE HERETO

APR 23 2 15 PM '87

Statement of COMMITMENTS:

1. The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attachment "A".
2. Owner shall submit a tree preservation plan setting out all trees at least eight inches (8") in diameter to be preserved, for approval by the Administrator of Development Services prior to application for improvement location permits for each lot.
3. Owner shall dedicate twenty feet (20') off of the east property line for the future widening of Oaklandon Road.

4. \_\_\_\_\_
5. \_\_\_\_\_

These COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein; provided that Commitment #1 (Open Occupancy and Equal Opportunity Commitments) shall not be binding on an owner, subsequent owners or other persons acquiring an interest therein if such persons are exempt persons or are engaged in an exempt activity as defined on Attachment "A", which is attached hereto and incorporated herein by reference. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon:

- (a) the adoption of rezoning petition # 87-2-59 by the City-County Council changing the zoning classification of the real estate from a SU-39 zoning classification to a D-1 zoning classification; or

~~xxxxthe adoption of rezoning petition # \_\_\_\_\_~~  
~~xxxxthe Metropolitan Development Commission~~

and shall continue in effect for as long as the above-described parcel of real estate remains zoned to the D-1 zoning classification or until such other time as may be specified herein.

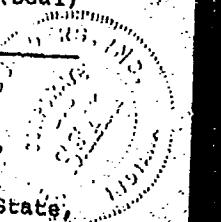
These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);
3. Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitments); and
4. \_\_\_\_\_

The undersigned hereby authorizes the Division of Development Services of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition # 87-2-59.

IN WITNESS WHEREOF, owner has executed this instrument this 30 day of March, 1987.

By: Signature William Roger O'Heaven (Seal) Signature \_\_\_\_\_ (Seal)  
 Printed William Roger O'Heaven Printed \_\_\_\_\_  
 PRESIDENT  
 STATE OF INDIANA )  
 ) SS:  
 COUNTY OF MARION )



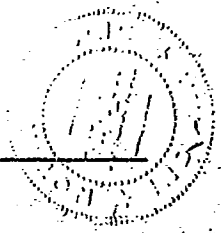
Before me, a Notary Public in and for said County and State, personally appeared William Roger O'Heaven owner(s) of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 30th day  
of March, 1987.

Signature Sharon F. Smith  
Printed Sharon F. Smith  
County of Residence Marion

My Commission expires:  
10-27-87

This instrument was prepared by THOMAS MICHAEL QUINN



870016111

5271A/3h

ATTACHMENT "A"

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

- (a.) The owner commits that he shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, handicap or sex in the sale, rental, lease or sublease, including negotiations for the sale, rental, lease or sublease, of the real estate or any portion thereof, including, but not limited to:
- (1) any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters by one or more families or a single individual;
  - (2) any building, structure or portion thereof, or any improved or unimproved land utilized or designed or intended for utilization, for business, commercial, industrial or agricultural purposes;
  - (3) any vacant or unimproved land offered for sale or lease for any purpose whatsoever.
- (b.) The owner commits that in the development, sale, rental or other disposition of the real estate or any portion thereof, neither he nor any person engaged by him to develop, sell, rent or otherwise dispose of the real estate, or portion thereof shall discriminate against any employee or applicant for employment employed or to be employed in the development, sale, rental or other disposition of the real estate, or portion thereof with respect to hire, tenure, conditions or privileges of employment because of race, color, religion, ancestry, national origin, handicap or sex.

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

1. With respect to commitments (a) and (b) above:
  - (a) any not-for-profit corporation or association organized exclusively for fraternal or religious purposes;
  - (b) any school, educational, charitable or religious institution owned or conducted by, or affiliated with, a church or religious institution;
  - (c) any exclusively social club, corporation or association that is not organized for profit and is not in fact open to the general public;

provided that no such entity shall be exempt with respect to a housing facility owned and operated by it if such a housing facility is open to the general public;

2. With respect to commitment b, a person who employs fewer than six (6) employees within Marion County.

An exempt activity with respect only to commitment (a) shall mean the renting of rooms in a boarding house or rooming house or single-family residential unit; provided, however, the owner of the building unit actually maintains and occupies a unit or room in the building as his residence, and, at the time of the rental the owner intends to continue to so occupy the unit or room therein for an indefinite period subsequent to the rental.

870046441

5271/jh

LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 21, Township 17 North, Range 5 East  
in Marion County, Indiana, more particularly described as follows: .

Beginning at a point on the East line of the said Quarter Section South 00 degrees 12 minutes 44 seconds West 953.73 feet from the Northeast corner of the said Quarter Section; thence continue South 00 degrees 12 minutes 44 seconds West along the East line of the said Quarter Section 200.00 feet; thence North 89 degrees 47 minutes 16 seconds West 500.00 feet; thence North 00 degrees 12 minutes 44 seconds East parallel with the East line of the said Quarter Section 200.00 feet to the Southwest corner of Block "A" in Feather Cove - Section Fifteen, the plat of which was recorded on October 28, 1986 as instrument #860110367 in the Office of the Recorder of Marion County, Indiana (the next six courses are along the boundaries of said Block "A"); thence North 00 degrees 12 minutes 44 seconds East 64.62 feet to a point on a curve having a radius of 215.00 feet; the radius point of which bears South 25 degrees 00 minutes 42 seconds East; thence Northwesterly along the said curve 154.69 feet to a point which bears North 16 degrees 12 minutes 45 seconds East from the said radius point; thence South 73 degrees 47 minutes 15 seconds East 100.04 feet to a curve having a radius of 625.00 feet, the radius point of which bears North 16 degrees 12 minutes 45 seconds East; thence Southeasterly along the said curve 174.53 feet to a point which bears South 00 degrees 12 minutes 45 seconds West from the said radius point; thence South 89 degrees 47 minutes 15 seconds East 40.68 feet; thence South 00 degrees 12 minutes 44 seconds West 25.00 feet to the Southeast corner of said Block "A"; thence South 89 degrees 47 minutes 16 seconds East along the Southerly line of the said plat 40.00 feet to the place of beginning, containing 2.87 acres, more or less.

ATTACHMENT ONE

870046-1-11



CROSS REFERENCE

870116006

PIC Job #79103-10016  
September 29, 1987

0500

PAUL I. CRIFE, INC./7172 Graham Road/Indianapolis, Indiana 46250/(317) 842-6777

**CORRECTION CERTIFICATE  
FEATHER COVE - SECTION SIXTEEN**

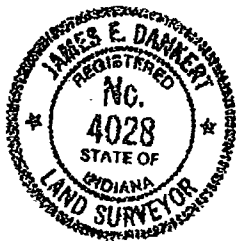
Oct 6 9 10 30 64  
DULY ENTERED  
FOR TAXATION  
MARION COUNTY AUDITOR  
*A. J. Conrad*

I, the undersigned hereby certify that the plat of Feather Cove - Section Sixteen recorded March 25, 1987 as Instrument 870031434 in the Office of the Recorder of Marion County, Indiana was prepared under my supervision and certified by me.

By error of the scrivener, the sentence following the legal description near the top of Sheet 2 of 3 incorrectly recites the lot numbers as follows: "This subdivision consists of 28 lots numbered 46 thru 73 inclusive."

To correct said error, the said sentence shall recite the lot numbers as follows: "This subdivision consists of 28 lots numbered 521 thru 548 inclusive".

Witness my signature this 29th day of September, 1987.



*James E. Dankert*  
James E. Dankert, RLS #4028

Oct 6 2 58 PM '87

**FILED**  
OCT 1 1987  
LAWRENCE TOWNSHIP  
ASSESSOR

**APPROVAL**  
**ENGINEER'S CORRECTION**  
METROPOLITAN DEVELOPMENT  
DIVISION  
DIVISION OF PLANNING & ZONING  
PLAT COMMITTEE  
OCT 5 1987  
*Wm. R. ...*  
SUBDIVISION ADMINISTRATOR

This instrument prepared by James E. Dankert, President of Paul I. Cripe, Inc.

870143334

CROSS REFERENCE

692

Dec 17 11 46 AM '87

ACKNOWLEDGEMENT OF AND CONSENT  
DECLARATION OF RESTRICTION OF GEIST HARBOURS

MARION COUNTY AUDITOR  
DULY ESTABLISHED  
FOR TAXATION  
OF 038473

James D. Close, Inc. / \_\_\_\_\_, being the purchaser of  
an interest in Lot 521 in Feather Cove, Section XVI,  
subdivision in Marion County, Indiana, as per plat thereof,  
recorded as Instrument Number 87-31434 on March 25, 1987, in the  
Office of the Recorder of Marion County, Indiana, and said  
James D. Close, Inc. having been heretofore  
advised, before said purchase, of certain restrictions on the  
development and use of all lots in Feather Cove,

1871978-111

Now, Therefore, James D. Close, Inc. hereby  
acknowledges the existence of that certain Declaration of  
Restrictions of Geist Harbours, recorded May 14, 1981, as  
Instrument Number 81-29285 in the Office of the Recorder of Marion  
County, Indiana, and the First Amendment of said Declaration  
recorded on June 10, 1986, as Instrument Number 86-49344, and  
further acknowledges the applicability of that Declaration of  
Restrictions, as amended, to Lot 521 in Feather Cove, Section  
XVI, as per plat thereof recorded in the Office of the Recorder of  
Marion County, Indiana, as Instrument Number 87-31434 and also  
acknowledges receipt of a copy of the Declaration and First  
Amendment thereto.

James D. Close, Inc. hereby consents for  
(his/her/its) successors and assigns to the validity,  
applicability and enforceability of the restrictions contained in  
the Declaration and the First Amendment thereto.

JAMES D. CLOSE, INC.

James D. Close, Inc.  
James D. Close, Pres.  
James D. Close, Pres.



Acknowledgement

Page Two

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State,  
James D. Close, Pres.  
personally appeared James D. Close, Inc., who  
acknowledge the execution of the foregoing Acknowledgement of and  
Consent to Declaration of Restrictions of Geist Harbours.

Subscribed and sworn to before me this 9th day of December,  
1987.

  
\_\_\_\_\_  
Terri C. Matt  
Notary Public  
Resident of Hamilton County

My commission expires

10-2-89

This instrument prepared by Douglas B. Floyd, Attorney at Law,  
198 South 9th Street, Noblesville, Indiana 46060.

870143334

91-AP-189

NOTE:

ARTICLE VI, Section 3 of the rules of the Metropolitan Development Commission requires use of this form in recording covenant or commitment modification(s) or termination(s) with respect to rezoning, approval, variance or special exception cases in accordance with I.C. 36-7-4-607, I.C. 36-7-4-918 and 36-7-4-921.

*Handwritten initials and scribbles*

COVENANTS OR COMMITMENTS MODIFYING OR TERMINATING EXISTING COVENANTS OR COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH AN APPROVAL PETITION, REZONING OF PROPERTY, A VARIANCE PETITION OR SPECIAL EXCEPTION PETITION.

In accordance with I.C. 36-7-4-607 and/or I.C. 36-7-4-918 and 921, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following modification(s) or termination(s) of covenant(s) or commitment(s) concerning the use and development of that parcel of real estate:

Legal Description:  
See attached legal

Statement of Modification or Termination of Covenants or Commitments:

1. Commitment numbered 6 of the "Site Plan Commitments" made a part of 88-Z-18 (88-DP-01) and recorded in the Office of the Marion County Recorder February 4, 1988 as Instrument Number 880012289 is hereby amended to read: "Sidewalks shall be provided on lots numbered 55 through 59 on the Plat of Feather Bay Section One as recorded as Instrument No. 91-105007 recorded October 9, 1991 in the Office of the Marion County Recorder".

- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

RECEIVED FOR RECORD  
92 JAN -9 AM 9:49  
JOAN M. HOFFMILL  
MARION COUNTY RECORDER

These COVENANTS or COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein. These COVENANTS or COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COVENANTS or COMMITMENTS contained in this instrument shall be effective upon the adoption of modification or termination approved by the Metropolitan Development Commission in petition # 91-AP-189



These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission; and
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County, which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the petition under the rules in force at the time the commitment was made); and

3. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

These COVENANTS may be enforced by the Metropolitan Development Commission.

The undersigned hereby authorizes the Division of Development Services of the Department of Metropolitan Development to record this Covenant or Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of modification and/or termination of Covenant(s) or Commitment(s) of petition # 91-AP-189 by the Metropolitan Development Commission.

IN WITNESS WHEREOF, owner(s) has executed this instrument this 11th day of December, 19 91.

BY: Signature Richard H. Richwine, Jr. (Seal) Signature \_\_\_\_\_ (Seal)  
 Printed RICHARD H. RICHWINE, JR. Printed \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared RICHARD H. RICHWINE, JR., owner(s) of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 11th day of December, 19 91.

Signature Nancy L. Webb  
 Printed Nancy L. Webb  
 County of Residence Marion

My Commission expires: August 21, 1995

This instrument was prepared by THOMAS MICHAEL QUINN

This Modification and/or Termination Agreement was approved by the Metropolitan Development Commission on the 2 day of January, 19 92.

Nancy L. Webb  
 Secretary, Metropolitan Development Commission

**LEGAL DESCRIPTION**

All of the real estate platted as Feather Bay, Section One,  
the plat of which is in the office of the Marion County  
Recorder of Marion County, Indiana as Instrument No.  
89-0117718.

920003116

SEVENTH AMENDMENT TO  
DECLARATION OF RESTRICTIONS  
OF GEIST HARBOURS

JOHN D. VON ARX  
MAYOR  
AUG 30 1993 024687

(4)

THIS DECLARATION made this 27<sup>th</sup> day of July,  
1993, by The Shorewood Corporation, a Pennsylvania  
Corporation, (hereinafter referred to as the "Developer") with  
the consent of Waterway Holdings, Inc., an Indiana corporation  
(hereinafter referred to as "Waterway")

WITNESSETH:

WHEREAS, Waterway is the owner of the land described in  
Exhibit "A", as attached hereto and made a part hereof, which  
land shall be sub-divided as part of the Development commenced  
simultaneously with the "Declaration of Restrictions of Geist  
Harbours," which Declaration was executed by Developer on May  
11, 1981, and recorded in the Office of the Recorder of Marion  
County, Indiana, on May 14, 1981 as Instrument No. 81-29285;  
and

WHEREAS, Waterway plans for the development and platting  
of the land described in Exhibit "A" as a development to be  
known as Feather Cove, Section 7C which is part of the same  
general plan and scheme of improvement referred to in the  
original "Declaration of Restrictions of Geist Harbours"  
referred to above.

NOW, THEREFORE, the "Declaration of Restrictions of Geist  
Harbours" recorded May 14, 1981, in the Office of the Recorder  
of Marion County, and as amended from to time, is hereby  
amended by the addition of the real estate described in



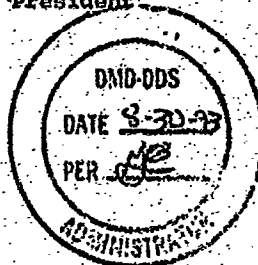
CONSENT

Waterway Holdings, Inc., the owner of the real estate described in Exhibit "A", does hereby consent to the foregoing Seventh Amendment to the Declaration of Restrictions of Geist Harbours and does further agree on behalf of its successors and assigns to the real estate described in Exhibit "A", to abide by and be bound by each and every one of the restrictions and conditions set forth in the Declaration of Restrictions of Geist Harbours.

Waterway Holdings, Inc.  
BY Kenneth N. Giffin  
Kenneth N. Giffin, President

ATTEST:

John M. Davis  
John M. Davis



STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kenneth N. Giffin and John M. Davis, the President and Assistant Secretary, respectively, of Waterway Holdings, Inc. who for and on behalf of said corporation acknowledged the execution of the foregoing Seventh Amendment to Declaration of Restrictions of Geist Harbours, and who, having been duly sworn stated that the representations there in contained are true.

Subscribed and sworn to before me this 19 day of August, 1993.

Jane C. Ryan  
Notary Public  
Printed JANE C. RYAN

My Commission Expires: 4-17-94  
My County of Residence: Marion

This instrument was prepared by John F. Culp, attorney at law.

Exhibit A

Part of the East Half of Section 20, Township 17 North of Range 5 East in Marion County, Indiana as follows:

Beginning at the South corner of Lot 563 in the plat of Feather Cove - Section 7A as recorded in Instrument No. 91-127928 in the office of the recorder of Marion County, Indiana; (the next two courses lie along the south line of said Lot 563) thence North 40 degrees 01 minutes 49 seconds West 42.97 feet; thence North 74 degrees 55 minutes 53 seconds West 190.00 feet; thence South 41 degrees 11 minutes 12 seconds West 26.99 feet; thence South 48 degrees 48 minutes 48 seconds East 210.62 feet to a point on the right of way line of Hunters Place in said plat; thence along the said right of way line North 42 degrees 32 minutes 07 seconds East 104.09 feet to the place of beginning, containing 0.37 Acres, more or less.



7

(P5)

**DECLARATION OF MAINTENANCE OBLIGATION**

THIS DECLARATION made this 10 day of May, 1992000  
by Geist Harpours P.O.A. Inc  
("Declarant").

Address 3002 E 56th St Indpls In 46220

**WITNESSETH**

WHEREAS, the following facts are true.

A. Declarant is the owner of fee simple title to certain real estate located in Marion County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Real Estate").

B. Declarant has installed or plans to install in the right-of-way known as Oakland Rd & Tidewater Dr Street, Indianapolis, Indiana (hereinafter referred to as the "Right-of-Way") adjacent to the Real Estate the equipment described in Exhibit B attached hereto (hereinafter referred to as the "Water Equipment"). which Declarant desires to connect to the water line of the Indianapolis Water Company ("Water Company").

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

D. Declarant deems it desirable that the owner of the Real Estate be responsible for maintaining the Water Equipment and that the Water Company have no obligation to maintain the Water Equipment.

NOW, THEREFORE, Declarant declares that the Real Estate and the Water Equipment be held, transferred, sold, conveyed, encumbered, leased, rented, used and occupied subject to the provisions, agreements, covenants and restriction hereinafter set forth:

1. Declaration. Declarant hereby expressly declares (1) that the Water Company shall have no obligation to maintain in any manner the Water Equipment; (2) that the Water Company shall not be responsible for any damage that might occur to the Water Equipment regardless of the cause; and (3) that the maintenance of the Water Equipment, if such is to be maintained, shall be the obligation of the owners of the Real Estate. No person shall have any right to require that the Water Company expend any funds toward the maintenance of the Water Equipment or any right to impose an obligation on the Water Company to maintain the Water Equipment, and if Declarant or any other person would allegedly have such right pursuant to any rule or regulation, the Declarant for itself and its successors and assigns hereby expressly waives that right.

2. Acceptance and Ratification. All present and future owners, mortgagees, tenants and occupants of the Real Estate and the Water Equipment, shall be subject to and comply with the provisions of the Declaration and all such provisions shall be covenants running with the land and shall be binding on any persons having at any time any interest or estate in the Real Estate or the Water Equipment as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage and lease thereof. This Declaration shall remain in effect for so long as the Water Equipment is connected to the water line of the Water Company. All persons, corporations, partnerships, trust and other legal entities which may own, occupy, use, enjoy or control any of the Real Estate or the Water Equipment shall be subject to this Declaration.

3. Maintenance of the Water Equipment. The obligation to maintain the Water Equipment shall rest with the owners of the Real Estate for so long as the Water Equipment is connected to the water line of the Water Company. If the owners of the Real Estate fail to maintain the Water Equipment, such failure shall not put any obligation on the Water Company or on any other entity to provide maintenance.

IN WITNESS WHEREOF, Declarant has executed this Declaration on  
this day and year first hereinabove set forth.

GHPDA Inc  
3002 E 56th St Indianapolis In 46220

By: Thomas C Craig  
Signature

Thomas C. Craig  
Printed Name

Agent for GHPDA  
Title

STATE OF INDIANA )  
                          )SS:  
COUNTY OF Mason )

Before me, a Notary Public in and for said County and State,  
personally appeared Thomas C Craig, by me known to  
be the Agent of GHPDA, Inc,  
who acknowledged the execution of the foregoing "Declaration of Maintenance  
Obligation" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 10 day of May, 1992.

M. Jane Hurlless  
Notary Public

M JANE HURLESS  
Printed Signature

My Commission Expires:  
7-29-04

My County of Residence:  
Mason

**EXHIBIT A**

**(Legal Description of the Real Estate owned by Declarant adjacent to right-of-way.)**

Common Area Block "A" and All Landscape  
Easement areas established for Feather Cove III,  
Section 15 pursuant to plat thereof dated  
October 28, 1986 as instrument No. 86110367  
in the Office of the Recorder of Marion County,  
Indiana.

**EXHIBIT B**

**(Description of Water Equipment located in right-of-way.)**

**DECLARATION OF MAINTENANCE OBLIGATION**

THIS DECLARATION made this 25 day of July, <sup>2000</sup>~~199~~  
by GHPDA  
("Declarant").

o/o ARDSLEY MANAGEMENT  
Address 3002 EAST 56<sup>TH</sup> STREET

**WITNESSETH**

WHEREAS, the following facts are true.

A. Declarant is the owner of fee simple title to certain real estate located in MARION County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Real Estate").

B. Declarant has installed or plans to install in the right-of-way known as TIOC WATER DR. S. & OAKLAND<sup>Road</sup> Street, Indianapolis, Indiana (hereinafter referred to as the "Right-of-Way") adjacent to the Real Estate the equipment described in Exhibit B attached hereto (hereinafter referred to as the "Water Equipment"). which Declarant desires to connect to the water line of the Indianapolis Water Company ("Water Company").

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

D. Declarant deems it desirable that the owner of the Real Estate be responsible for maintaining the Water Equipment and that the Water Company have no obligation to maintain the Water Equipment.

NOW, THEREFORE, Declarant declares that the Real Estate and the Water Equipment be held, transferred, sold, conveyed, encumbered, leased, rented, used and occupied subject to the provisions, agreements, covenants and restriction hereinafter set forth:

1. Declaration. Declarant hereby expressly declares (1) that the Water Company shall have no obligation to maintain in any manner the Water Equipment; (2) that the Water Company shall not be responsible for any damage that might occur to the Water Equipment regardless of the cause; and (3) that the maintenance of the Water Equipment, if such is to be maintained, shall be the obligation of the owners of the Real Estate. No person shall have any right to require that the Water Company expend any funds toward the maintenance of the Water Equipment or any right to impose an obligation on the Water Company to maintain the Water Equipment, and if Declarant or any other person would allegedly have such right pursuant to any rule or regulation, the Declarant for itself and its successors and assigns hereby expressly waives that right.

2. Acceptance and Ratification. All present and future owners, mortgagees, tenants and occupants of the Real Estate and the Water Equipment, shall be subject to and comply with the provisions of the Declaration and all such provisions shall be covenants running with the land and shall be binding on any persons having at any time any interest or estate in the Real Estate or the Water Equipment as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage and lease thereof. This Declaration shall remain in effect for so long as the Water Equipment is connected to the water line of the Water Company. All persons, corporations, partnerships, trust and other legal entities which may own, occupy, use, enjoy or control any of the Real Estate or the Water Equipment shall be subject to this Declaration.

3. Maintenance of the Water Equipment. The obligation to maintain the Water Equipment shall rest with the owners of the Real Estate for so long as the Water Equipment is connected to the water line of the Water Company. If the owners of the Real Estate fail to maintain the Water Equipment, such failure shall not put any obligation on the Water Company or on any other entity to provide maintenance.

IN WITNESS WHEREOF, Declarant has executed this Declaration on this day and year first hereinabove set forth.

By:

Thomas C. Craig  
Signature

Thomas C. Craig  
Printed Name

Agent for GHPAA  
Title

STATE OF INDIANA )  
                          )SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared Tom Craig, by me known to be the Agent of GHPAA, who acknowledged the execution of the foregoing "Declaration of Maintenance Obligation" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 3 day of Aug, 1992.

M. Jane Hurlless  
Notary Public

M. JANE HURLESS  
Printed Signature

My Commission Expires:  
7-29-06

My County of Residence:  
Marion



**EXHIBIT A**

**(Legal Description of the Real Estate owned by Declarant adjacent to right-of-way.)**

Common Area Block "A" and All Landscape  
Easement areas established for Feather Cone III,  
Section 16 pursuant to plat thereof dated  
March 25, 1987 as instrument No. 870031434  
in the Office of the Recorder of Marion County,  
Indiana.

**EXHIBIT B**

**(Description of Water Equipment located in right-of-way.)**