

DECLARATION OF RESTRICTIONS FOR
FOREST RIDGE ESTATES

2553

BOOK 154 PAGE 252

THIS DECLARATION, made this 11th day of July,
1978, by The Shorewood Corporation, an Indiana corporation (the "Developer"),

WITNESSETH THAT:

WHEREAS, the following facts are true:

1. Developer is the Owner of all of the lands described in Exhibit "A" attached hereto and made a part hereof, which lands will be subdivided and known as Forest Ridge Estates (hereinafter referred to as the "Development"), and will be more particularly described on the plat of Forest Ridge Estates to be recorded in the Office of the Recorder of Hamilton County, Indiana; and
2. Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (the "Restrictions") under a general plan of improvement for the benefit 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 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 purposes of enhancing and protecting the value, desirability and attractiveness of the Development as a whole, and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof, subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development.

This Instrument Recorded July 11 1978
JUNE M HEDGES, RECORDER, HAMILTON COUNTY, IND.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:
 - A. "Lot" shall mean any parcel of real estate described on the plat of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.
 - B. Approvals, determinations, permissions or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer by an officer or duly authorized agent thereof.
 - C. "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.

*For Affirmation and Amendment of
Declaration of Restrictions for Forest
Ridge Estates See Book 156 page 399.*

A. In General. Every numbered lot in the Development is a residential lot and shall be used exclusively for single family residential purposes and no lot shall contain more than one single family residence. No structure shall be erected, placed or permitted to remain upon any of said residential lots unless approved by the Developer, its successors or assigns.

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

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the 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 Developer and such decision shall be binding on all parties.

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 various residential lots in the Development, exclusive of porches, terraces, garages, car ports, accessory buildings, or basements shall be fifteen hundred (1,500) square feet.

B. 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.

C. Heating Plants. 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.

D. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) 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.

E. 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.

F. 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 such portion of the lot upon which grass has been planted at such times as may be reasonably required.

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

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

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisances. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Developer). By purchase of a lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Developer in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither 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 Septic Systems. All septic systems on the lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health.

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 structure in the Development without the prior written approval of the Developer.

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. 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.

E. Yard Lights. Every Owner will be required to install an electric or gas yard light on his lot, the design and location of such yard light to be subject to the approval of the Developer.

- 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. 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 driveway culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Developer, the Hamilton County Highway Departments, its successors or assigns. The size and location of the culverts to be installed must be specified on the plot plan as required by Paragraph 6 of these Restrictions and shall be subject to the approval of the Developer.
- J. Ownership, Use and Maintenance of Block A. The area designated as Block A on the Record Plat of the Development includes a lake, dam and surrounding area. The Developer shall convey an undivided 1/8th interest in Block A to the owners of lots 2, 3, 5, 6, 7, 8 and 9, which undivided 1/8th interest shall run with a particular lot and shall not be separately conveyable therefrom. The Developer shall also convey an undivided 1/8th interest in Block A to the purchaser of a parcel of land which is adjacent to and lies immediately east of Block A. The Developer will convey this parcel of land by metes and bounds description and such undivided 1/8th interest shall not be separately conveyable from said parcel. It shall be the duty and the responsibility of these seven lot owners and the owner of the metes and bounds parcel referred to in the preceding sentence, to maintain the lake and the area included in Block A in good repair and in a sightly condition. The owners of Block A may not alter the present configuration of the lake or change its utilization as a lake. The use of Block A by the owners thereof shall be for recreational purposes only and shall include boating, fishing and swimming. There shall be no power boats permitted on the lake.
- K. Lot 19 - Driveway Turnaround Required. The owner of Lot 19 will be required to install a driveway turnaround on his lot at the time of construction of a house on said lot. The intent and purpose of this covenant is to prevent persons from backing an automobile out of Lot 19 onto 106th Street.
- L. Frontage Road. The developer shall install a frontage road parallel to 106th Street to serve Lots 1, 2 and 3. This frontage road shall be for the use and benefit of the owners of Lots 1, 2 and 3 and these property owners must use this frontage road for ingress and egress to 106th Street. It shall be the duty and responsibility of the owners of Lots 1, 2 and 3 to maintain the frontage road in a safe and sightly condition.

6. APPROVAL OF PLANS BY THE DEVELOPER.

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(i) 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 Developer. Such approval shall be obtained only after written application has been made to the Developer by the Owner of the lot requesting authorization from the Developer. Such written application shall be in the manner and form prescribed from time to time by the Developer, 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, properly and clearly designated. Such plot plan shall include location of private sewage disposal system and water well. 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 Developer may require. There shall also be submitted, where applicable, the permits or reports required under Paragraph 4 of these Restrictions.

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

(aa) 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;

(bb) 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

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

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

B. Duties of Developer. The Developer 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 Developer 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 Developer. Neither the Developer nor any agent thereof, 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.

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

7. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but the Developer shall not 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.

8. EFFECT OF BECOMING AN OWNER.

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

9. 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.

10. 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 July 1, 1998, 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.

11. SEVERABILITY.

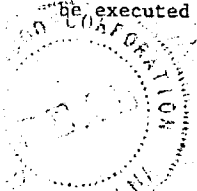
Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

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

IN WITNESS WHEREOF, the Developer has caused this Declaration of Restrictions to be executed as of the day and year first above written.

THE SHOREWOOD CORPORATION

By Stanley E. Hunt
Stanley E. Hunt, President



SBAL, INC.
ATTEST:


Philip W. Klinger
Philip W. Klinger, Secretary

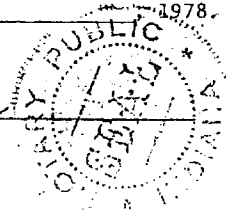
STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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Before me, a Notary Public in and for said County and State, personally appeared Stanley E. Hunt and Philip W. Klinger, the President and Secretary, respectively of The Shorewood Corporation who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of The Shorewood Corporation.

Witness my hand and Notarial Seal this 11th day of July, 1978.


Cheri L. Graf, Notary Public



My Commission Expires May 30, 1980

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

EXHIBIT "A"

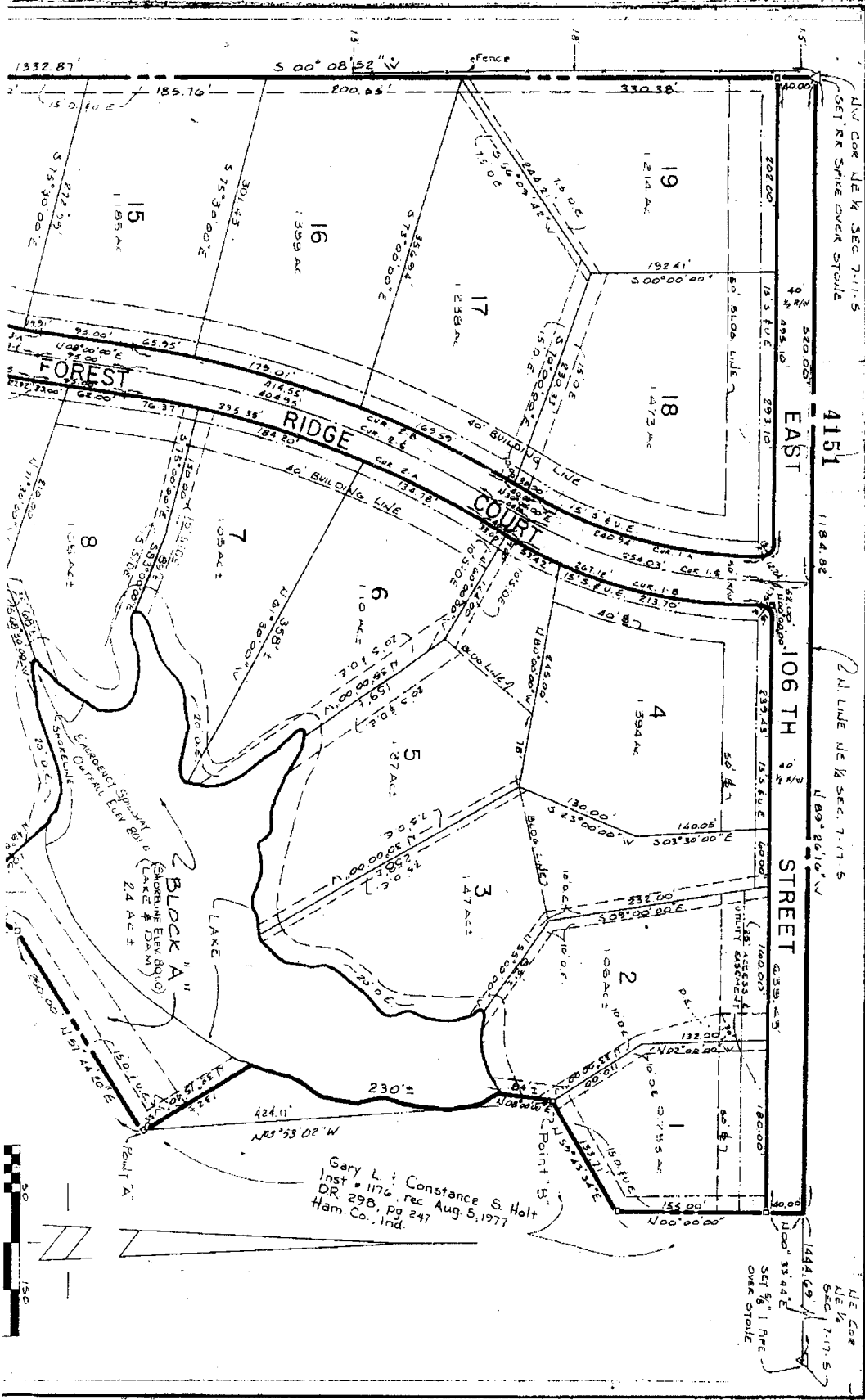
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Part of the Northeast Quarter of Section 7, Township 17 North of Range 5 East in Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Northwest corner of said Quarter Section, which point bears North 89 degrees 26 minutes 16 seconds West a distance of 2629.51 feet from the Northeast corner of said Quarter Section; thence South 00 degrees 08 minutes 52 seconds West 1332.87 feet to a point; thence South 89 degrees 45 minutes 12 seconds East 591.66 feet to a point; thence North 30 degrees 33 minutes 20 seconds East 586.20 feet to a point; thence North 57 degrees 44 minutes 20 seconds East 250.00 feet to a point, hereinafter referred to as point A; thence North 32 degrees 15 minutes 40 seconds West 132 feet to the Easterly shoreline of an existing lake; thence upon and along said shoreline in a Northerly direction 230 feet to a point; thence North 08 degrees 00 minutes 00 seconds East 84 feet to a point which bears North 03 degrees 53 minutes 02 seconds West 424.11 feet from said point A; thence North 59 degrees 43 minutes 34 seconds East 133.71 feet to a point; thence North 00 degrees 00 minutes 00 seconds 155.00 feet to a point on the South right of way line of East 106th Street; thence North 00 degrees 33 minutes 44 seconds East 40.00 feet to a point on the North line of said Quarter Section; thence upon and along said line North 89 degrees 26 minutes 16 seconds West 1184.82 feet to the Place of Beginning, containing 29.036 acres, more or less.

This Instrument Recorded July 11 1978
JUNE M. HEDGES, RECORDER, HAMILTON COUNTY, IND.

RECEIVED
FOR RECORD
JUL 11 1 59 PM '78
JUNE M. HEDGES
RECORDER
HAMILTON COUNTY, IND.



NW COR NE 1/4 SEC 7-17-5
SE 1/4 SW 1/4 SEC 7-17-5

EAST 4151 STREET

106 TH STREET

NE COR
NE 1/4 SEC 7-17-5

Gary L. & Constance S. Holt
Inst. 1176, rec. Aug 5, 1977
DR 298, pg 247
Ham Co., Ind.



FOR DECLARATION OF RESTRICTIONS DR. 298 PG 247

For Affidavit of the Shorewood Corp. Sec Misc. B.K. 188 89448 Rec. 8-22-84



FOREST RIDGE RECORD PLAT

CURVE DATA						
CURVE	Δ	R	L	C	T	D
1-Δ	30°00'00"	485.17	754.03	251.14	130.00	11,809.506°
1-A	"	460.17	240.94	238.20	123.30	12,451.055°
1-B	"	510.17	267.12	264.08	136.70	11,230.795°
2-Δ	22°00'00"	1054.63	404.95	402.41	205.00	5,432.767°
2-A	"	1079.63	395.35	392.93	200.14	5,566.4617°
2-B	"	1079.63	414.55	412.01	209.80	5,306.965°
3-Δ	33°00'00"	253.20	145.83	143.82	75.00	22,629.044°
3-A	"	228.20	131.43	129.62	67.60	25,108.176°
3-B	"	218.20	160.23	158.02	82.41	20,595.450°

NOTES ON MONUMENTS & MARKERS

- Delimits 4" x 4" 30' long Pre-Cast Concrete Monument with cast cross on top. SET VERTICALLY AND FLUSH WITH FINISHED GRADE.
- Delimits 1/2" DIA COPPER WELDED, 1/2" DIA COPPER COATED STEEL ROD 30' LONG WITH 1/8" DIA TAPERED CAP WITH CUT X SET VERTICALLY AND FLUSH WITH FINISH COARSE ASPHALT.
- STEEL PVI MARKERS (MIL 3/8" DIA & MIL 30' LONG) TO BE SET VERTICALLY AT ALL OTHER CORNERS AND INTERSECTIONS LINES.

FOR AFFIDAVIT OF DECLARATION B.K. 1876 P. 399

Basements (U.E.), either separately or in any combination of the three, which are reserved for the use of public utility companies and governmental agencies as follows: Drainage Basements (D.E.), including the Nancy J. Kimberlain Legal Drain shown herein, are created to provide water and courses for area and local storm drainage either overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said easement, which will obstruct flow from the area being served. Sewer Basements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purpose of installation and maintenance of sewers that are a part of said system. Utility Basements (U.E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires and also all rights and uses specified for sewer easements above designated. An "Access Easement" (A.E.) is also shown on the plat, and is reserved for the owners of Lots 1, 2 and 3 for ingress to and egress from their respective lots. The owners of Lots 1, 2 and 3 must use the Frontage Road within said access easement for access to East 106th Street. The owners of all lots and blocks in this addition shall take title subject to the rights of the public utilities, governmental agencies, and the rights of the other lot owners in this addition, to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

C. Building lines (B.L.): Building lines are established as shown on this plat between which line and the front lot line no building shall be erected, placed, altered or permitted to remain. No structure or any part thereof shall be built or erected nearer than 12.5 feet to any side yard line and any rear lot line.

D. Prohibition on Removal of Trees: No tree of a diameter in excess of four inches shall be removed by any lot owner or his agents within the area designated as the Nancy J. Kimberlain Legal Drain, unless approved by The Shorewood Corporation, its successors or assigns.

E. Enforcement: The right to enforce the within provisions, restrictions and covenants, including said "Declaration of Restrictions for Forest Ridges", by injunction together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof by their successors or assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Said provision shall be in full force and effect until July 1, 2001, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidity of any one of the covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

F. Covenants Run with Land: The foregoing covenants, limitations and restrictions, together with the above mentioned "Declaration of Restrictions for Forest Ridges" are to run with the land and are binding on all parties and persons claiming under them.

G. STATE OF INDIANA } Dated this 2 day of April, 1976.
 COUNTY OF HAMILTON } SS

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, The Shorewood Corporation, by Stanley E. Hunt, Executive Vice-President and Hayes T. O'Brien, Secretary, and acknowledge execution of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes therein expressed.

My Commission Expires May 30, 1978 Notary Public Stanley E. Hunt

Under authority provided by Chapter 47, Acts of 1951, of the General Assembly, State of Indiana, this plat was given approval by the Board of County Commissioners of Hamilton County, Indiana, at a meeting held on the 11th day of September, 1978.

Under authority provided by Chapter 174-Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto and an ordinance adopted by the Common Council of the City of Noblesville, Indiana, this plat was given approval by the City of Noblesville as follows:

NOBLESVILLE CITY PLAN COMMISSION

Gary L. Holt, President
Stanley E. Hunt, Secretary

James E. Denton, Secretary

Stanley E. Hunt, Secretary

Stanley E. Hunt, Secretary

Stanley E. Hunt, Secretary

Stanley E. Hunt, Secretary

Stanley E. Hunt, Secretary

Stanley E. Hunt, Secretary

Stanley E. Hunt, Secretary

Stanley E. Hunt, Secretary

Stanley E. Hunt, Secretary

This instrument prepared by Paul I. Grina, Inc., by James E. Denton, this 11th day of August, 1976.

THE SHOREWOOD CORPORATION
 100 CLarendon Drive
 Noblesville, Indiana 46060

Stanley E. Hunt, Secretary
Hayes T. O'Brien, Secretary

Gary L. Holt, Director of Planning & Development

DATE ENTERED FOR TAXATION
 10 day April 1979

Stanley E. Hunt, Auditor
 Hamilton County

RECEIVED FOR RECORD
 APR 10 1979
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 Noblesville, Indiana

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