



Chicago Title Insurance Company
Indianapolis Metro Offices
Telephone (317) 684-3800



COVENANTS AND RESTRICTIONS

HARRISON RIDGE SEC 1

(Marion County, IN)

The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.

The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.

DOS=7-21-09

SECONDARY PLAT ON RIDGE —

Section 32 and part of the Northeast Quarter of the Southeast Quarter of Section 31 all in Township 17 North, Range

Plat Restrictions For Harrison Ridge

21. Every building whose construction or placement on any lots is begun shall be completed within twelve (12) 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. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Association within thirty (30) days.

22. The finished exterior of every building constructed or placed on any lot shall be of material other than aluminum siding or roll brick siding or any other similar artificial material.

23. 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.

24. No temporary house, trailer, garage or other outbuilding shall be placed, erected or kept on any lot.

25. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-ways.

26. No owner of a lot shall burn or permit the burning of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation of such refuse on his lot except at the times when refuse collections are being made.

In addition to the covenants and restrictions, easements, dedication and declaration as set forth on page 1 of 1 of the Secondary Plat for Harrison Ridge Section I, the following additional covenants, conditions and restrictions shall apply to Harrison Ridge Section I:

1. The Association shall regulate the external appearance, use, location and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these restrictions.
2. The Association may establish forms and checklists for the presentation of information, review, and approval of building plans, specifications, plot plans, drainage plans, landscape plans or other pertinent information as it affects the Association's responsibilities.
3. The Association 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 Association for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, the Association shall specify the reason or reasons for disapproval.
4. Members of the Board of the Association shall not be entitled to any compensation for services performed pursuant to these restrictions or in performing any of its duties or obligations set forth in this declaration.
5. Neither the Association, nor any member thereof 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 defects in any work done according thereto. Further, the Association does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made 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.
6. The Association may inspect work being performed to assure compliance with these restrictions upon written notification to the owner.

ARCHITECTURAL AND DEVELOPMENT STANDARDS

7. No construction shall be commenced nor any building or fence be erected, placed or altered on any lot in this subdivision until the building plans, specifications, plot plan, drainage plan and landscape plan, showing the location of all the construction, structures, drives, walks and existing structures and have been deemed in compliance with these restrictions by the Association. If the Association fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed with the building or construction activity according to the plans as submitted.
8. Fences shall be allowed per the following specifications:
 - A. A four (4) foot high wood fence vertically curved between posts shall be allowed.
 - B. A six foot (6') high wood fence, vertically curved between posts, shall be allowed for privacy areas, patios, swimming pools or other areas provided the area enclosed is no larger than 800 square feet and is located adjacent to the rear of the dwelling.

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B. A six foot (6') high wood fence, vertically curved between posts, shall be allowed for privacy areas, patios, swimming pools or other areas provided the area enclosed is no larger than 800 square feet and is located adjacent to the rear of the dwelling.

C. A six foot (6") high wood fence, vertically curved between posts, shall be allowed at the rear of lots 4 through 10 inclusive.

D. Chain link fences will not be allowed.

9. All lots in this subdivision shall be used solely for single family residential purposes unless alternative uses, such as permitted home occupations, are permitted under applicable zoning laws. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, and a private garage for not less than 2 cars, residential accessory building and amenities. No portion of any lot may be sold or subdivided so that there will be created a greater number of lots than the original number platted.

10. Outbuildings shall not be allowed unless enclosed by a fence per the specifications outlined in paragraph 8B above.

11. 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 house shall be deemed substantially completed when an occupancy permit has been granted by the governmental agency granting such permits.

12. Side & Rear Yard Requirements: Building setback lines are hereby established as shown on this plat. Between such lines and the property lines of the streets, no building, structures, or fences shall be erected or maintained. In addition, no building structure or accessory building shall be erected within 8 feet of any side lot line, or within 20 feet of any rear lot line. Where buildings are erected on more than one single lot, this restriction shall apply to the combined lots as if they were one single lot.

13. Square Footage Requirements: The minimum square footage of living space of a residential dwelling constructed on any lot shall be 1600 square feet for a one story dwelling and 2000 square feet for a two story dwelling with a minimum of 1200 square feet on the first floor, except for lots 61, 62 and 63. The minimum square footage of living space for any residential dwelling constructed on lot 61, 62 or 63 shall be 1200 square feet for a one story dwelling and 1600 square feet for a two story dwelling with a minimum of 800 square feet on the first floor.. The square footage requirements exclude open porches, garages and basements.

14. Roof Pitch Requirement: The minimum roof pitch requirements shall be as follows:

A. Roof pitch front to back shall be 7/12

B. End hip roof pitch shall be 10/12

C. Gable pitch shall be 10/12

15. Brick & Masonry Requirements: A minimum of 30% of the front of any building constructed or placed on any lot, excluding doors and windows, shall be of brick or stone.

16. The minimum open space requirement for each lot shall be 70%.

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16. The minimum open space requirement for each lot shall be 70%.

17. Every house on the real estate shall have at least an attached two car garage of the same architectural design and materials as the house.

18. A front yard dusk to dawn light shall be installed and maintained on each lot in this subdivision by the respective owners thereof. The Association reserves the right to standardize all the lights in the subdivision.

19. The size, location, height and composition of any mailbox must be approved by the Association. The Association reserves the right to design and cluster mailboxes and/or standardize the design for mailboxes.

20. The exterior color of any dwelling constructed in the development must be neutral, earth tones.

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21. Every building whose construction or placement on any lots is begun shall be completed within twelve (12) 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. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Association within thirty (30) days.

22. The finished exterior of every building constructed or placed on any lot shall be of material other than aluminum siding or roll brick siding or any other similar artificial material.

23. 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.

24. No temporary house, trailer, garage or other outbuilding shall be placed, erected or kept on any lot.

25. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-ways.

26. No owner of a lot shall burn or permit the burning of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation of such refuse on his lot except at the times when refuse collections are being made.

27. Every tank for the storage of fuel that is installed outside any building shall be buried below the surface of the ground. Every outdoor receptacle of 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 real estate at anytime, except at the times when refuse collections are being made.

28. Whenever two or more contiguous lots 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 unit, he shall apply in writing to the Association for permission to so use said lots. If permission for such a use is granted, the lots constituting the site for such single dwelling unit 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 only one single dwelling unit.

29. Trees five (5) feet outside buildings, driveways, parking areas or other approved areas shall not be removed unless the diameter of the tree is less than the four (4) inches, the tree is dead, or approval is granted by the Association.

30. The disposal of water from sump pumps, geothermal water systems, swimming pools or other forced water discharges shall not be allowed unless approved by the Association. Under no circumstances shall the above mentioned water sources be allowed to discharge into the street or adjacent lots except through established drainage easements. Approval by the Association shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.

31. The drainage plan required to be submitted to the Association shall show the topography of the lots and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely effect adjacent property owners, right-of-ways, easements, streets or common property.

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32. For the purpose of assuring adequate ingress and egress for residents and emergency vehicles such as fire trucks, ambulances and police vehicles, there shall be no parking on any street in the subdivision except when a lot owner has a social function where the invited guests will not be able to park on the owner's lot, and then parking shall be confined to only one side of the streets. The provision to allow parking for social functions only applies to automobiles and not any other form of vehicle. Overnight parking is not allowed on any dedicated street.

33. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages and no disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind, (including, but not limited to, house trailers, camper trailers, or boat trailers) shall be kept or parked upon said lot unless kept from view of neighboring residences and streets in a garage.

34. No advertising signs (except one per lot of not more than four (4) square feet advertising the lot for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except lots used as a model by the developer or a builder. This restriction shall not preclude the developer from constructing informational signage at the entrance to the subdivision regarding the sale of lots not to exceed sixty four (64) square feet in size, provided, however, that this exception for the developer shall expire on the 1st day of June, 2005.

35. No outside toilets shall be permitted on any lot (except during a period of construction and only with the consent of the Association), and no sanitary water or other wastes shall be permitted to be exposed.

36. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision and in no case shall there be allowed more than four (4) ordinary household pets.

37. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

38. No antennas, satellite dishes larger in size than eighteen (18) inches in diameter, or other apparatus for the transmission of the television, radio or other signals shall be permitted on any lot unless entirely contained within the interior of a building. The location of all satellite dishes, eighteen (18) inches or smaller, shall be approved by the Association. It is the intent to keep all satellite dishes out of site from adjacent lots and streets as much as possible.

GENERAL AND CONSTRUCTION MAINTENANCE

39. The owner of any lot 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:

A. mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;

B. remove all debris or rubbish.

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A. mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;

B. remove all debris or rubbish;

C. cut down and remove unsightly dead trees;

D. where applicable, prevent debris and foreign material from entering drainage areas;

E. keeping the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly, and

F. within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

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

41. During the construction period all vehicles shall park on said lot if possible. If construction vehicles are unable to park on said lot, then the vehicles will only be permitted to park on one side of the street. At no time shall construction vehicles be double parked, or parked on both sides of roads.

42. During the construction period, the lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation or other building materials shall not be left scattered about or around the building. Materials which can blow onto adjacent lots shall not be left lying around. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing the trash into a dumpster provided by a trash disposal service.

43. During the construction period, the lot owner will be responsible for using erosion control fencing during construction to prevent dirt, mud or debris from collecting on the street. The lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind which may be deposited upon the street or adjacent property from construction on the lot. If such deposits occur, then the lot owner shall make provisions to remove such deposits within five (5) days or the Association may remove such deposits at the owners expense.

44. A temporary stone drive shall be constructed prior to beginning construction of any dwelling or improvement. The drive shall be suitable for delivery of construction materials without transferring mud onto the streets.

MEMBERSHIP AND ASSESSMENTS

45. All lot owners shall be members of the Association.

46. Any entity or individual(s) accepting title to any lot within the development shall be subject to assessments to be collected on an annual basis. Special assessments may also be levied in the event that emergency situations arise.

47. If any lot owner of record fails to pay any assessment, or special assessment, a lien for such assessment may be recorded encumbering the lot.

MISCELLANEOUS

48. If the parties hereto, or any owner, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provision or conditions herein, it shall be lawful for the Association (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, either to prevent from doing so, or to recover damages or the dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties shall have the right to recover legal expenses, including reasonable attorney's fees.

49. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of other lot owners in this addition to said easements herein granted for ingress and egress in, along and through the strips of ground for the purpose herein stated

owners in this addition to said easements herein granted for ingress and egress in, along and through the strips of ground for the purpose herein stated.

50. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2007, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless amended by a majority vote of the then current lot owners. No change or termination of said covenants shall affect any easement hereby created or granted without the permission of all persons entitled to the beneficial use of such easement.

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

52. The provisions of this agreement are the only covenants and restrictions for the benefit of this real estate, except for the Articles of Incorporation and By-laws of the association. All past restrictions either recorded or unrecorded are hereby waived, released, null, void and of no force.

METROPOLITAN DEVELOPMENT COMMISSION: The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-A0-13, as amended, or any conditions attached to approval of this plat by the Plat Committee.

Dated this 21st day of April, 1998.

Richard A. Lewis
Richard A. Lewis, President
Harrison Ridge, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Richard A. Lewis, President of Harrison Ridge, Inc., an Indiana Corporation, owner of the real estate described herein, and who acknowledged the execution of the foregoing instrument as a voluntary act and deed and affixed their signature thereto.

Witness my hand and Notarial Seal this 21st day of April, 1998.

Lynn R. Rigney
Notary Public Commission Expires: _____

Printed



LYNN R. RIGNEY
NOTARY PUBLIC STATE OF INDIANA
COUNTY OF RESIDENCE: HAMILTON
MY COMMISSION EXPIRES: MAY 17, 2001

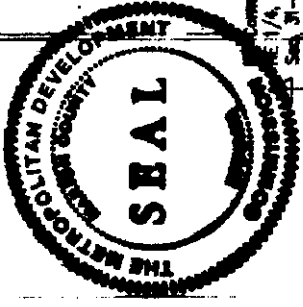
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Prohibited on, over, or across any such strip or area.

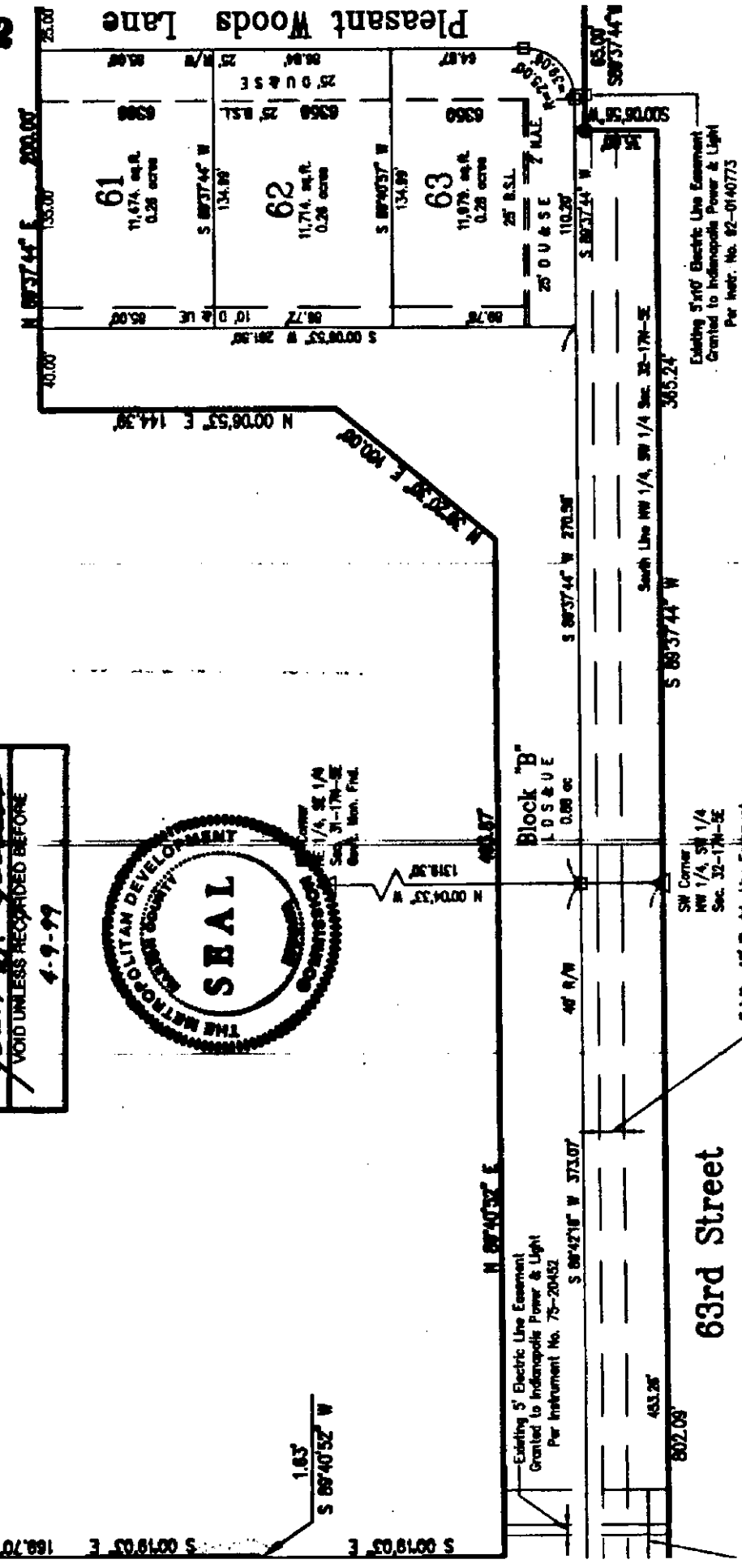
Continued on Page 2 of 2

Shelley J. Charles
Thomas D. H. Taylor
Grant J. ...

VOID UNLESS RECORDED BEFORE
 4-9-99



West line of Existing
 50' Right of Way
 Granted to The City of Lawrence
 Per Instrument No. 84-0031286



Existing 5' Electric Line Easement
 Granted to Indianapolis Power & Light
 Per Instr. No. 92-0140773

Existing 12' Electric Line Easement
 Granted to Indianapolis Power & Light
 Per Instr. No. 92-0140773 & 92-0140771

FILED
 APR 2 1999
 LAWRENCE TOWNSHIP
 ASSESSOR

APPROVED THIS ...
 DAY OF ... 1999.
 LAWRENCE TOWNSHIP ASSESSOR
...M.A. ...
 DRAFTSMAN

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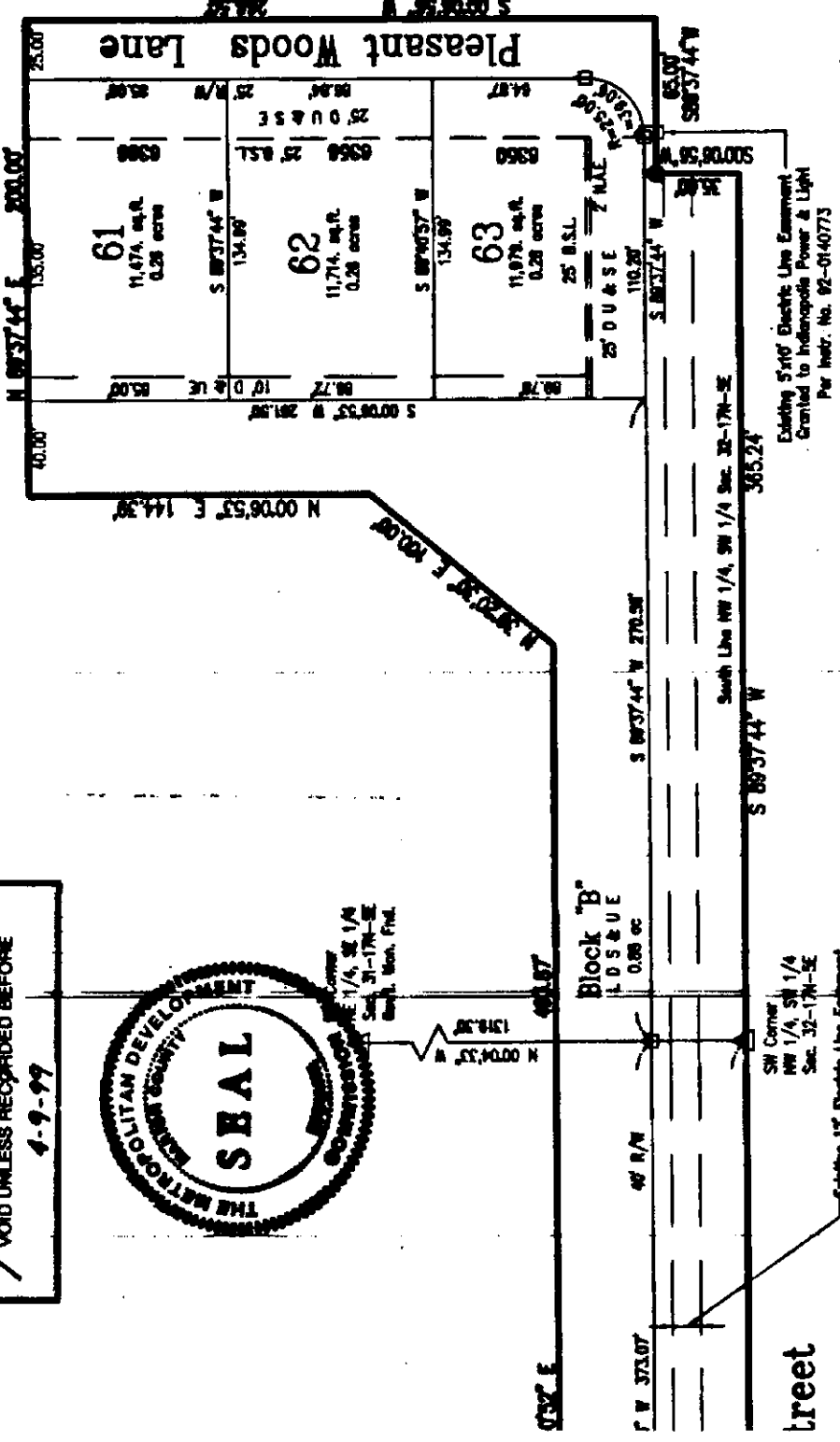
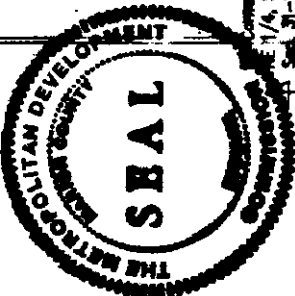
84-0031286

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Continued on Page 2 of 2

Shelley J. Chandler
Thomas D. H. Taylor
David J. ...

VOID UNLESS RECORDED BEFORE
 4-9-99



FILED
 APR 2 8 1998
 LAWRENCE TOWNHIP
 INDIANAPOLIS

APPROVED THIS ...
 DAY OF ...
 LAWRENCE TOWNSHIP ASSESSOR
 ...
 ...

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arter of the Southeast Quarter of Section 31 all in Township 17 North, Range 5 East of the Second P

LAND DESCRIPTION

Part of the Northwest Quarter of the Southwest Quarter of Section 32 and part of the Northeast Quarter of the Southeast Quarter of Section 31, all in Township 17 North, Range 5 East of the Second Principal Meridian, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 31; thence North 89 degrees 42 minutes 18 seconds East 527.34 feet along the South line of said Northeast Quarter to the POINT OF BEGINNING; thence North 00 degrees 02 minutes 50 seconds East 1319.44 feet to the North line of said Northeast Quarter; thence North 89 degrees 42 minutes 50 seconds East 314.98 feet along said North line; thence South 00 degrees 17 minutes 10 seconds East 66.05 feet; thence South 42 degrees 47 minutes 59 seconds East 113.46 feet; thence South 09 degrees 12 minutes 45 seconds East 124.19 feet; thence South 32 degrees 22 minutes 49 seconds West 91.07 feet; thence South 67 degrees 43 minutes 43 seconds West 66.35 feet; thence North 89 degrees 56 minutes 50 seconds West 30.00 feet; thence South 01 degrees 26 minutes 08 seconds East 140.58 feet; thence South 89 degrees 57 minutes 10 seconds East 38.90 feet; thence South 00 degrees 03 minutes 10 seconds West 50.00 feet; thence North 89 degrees 57 minutes 10 seconds West 20.48 feet; thence South 00 degrees 05 minutes 51 seconds East 360.28 feet; thence South 50 degrees 11 minutes 57 seconds East 38.66 feet; thence North 89 degrees 40 minutes 57 seconds East 150.00 feet; thence South 00 degrees 19 minutes 03 seconds East 169.70 feet; thence South 89 degrees 40 minutes 52 seconds West 1.63 feet; thence South 00 degrees 19 minutes 03 seconds East 120.00 feet; thence North 89 degrees 40 minutes 52 seconds East 493.87 feet; thence North 39 degrees 20 minutes 30 seconds East 100.00 feet; thence North 00 degrees 06 minutes 53 seconds East 144.39 feet; thence North 89 degrees 37 minutes 44 seconds East 200.00 feet; thence South 00 degrees 06 minutes 56 seconds West 266.50 feet; thence South 89 degrees 37 minutes 44 seconds West 65.00 feet; thence South 00 degrees 06 minutes 56 seconds West 35.00 feet to the South line of the Northwest Quarter of the Southwest Quarter of said Section 32; thence South 89 degrees 37 minutes 44 seconds West 365.24 feet along said South line to the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 32; thence South 89 degrees 42 minutes 18 seconds West 802.09 feet along the South line of the Northeast Quarter of the Southeast Quarter of said Section 31 to the POINT OF BEGINNING. Containing 13.48 acres more or less.

This subdivision consists of 30 lots numbered 1 through 26 inclusive and 30 through 63 inclusive, Blocks "A" and "B" with streets shown hereon. The dimensions of Lots, Blocks, right-of-way, and easements are shown in figures denoting feet and decimal parts thereof.

Subject to all legal easements and right-of-way of record.

Centerline Monumentation shall be installed within 90 days after the final surface of the street has been placed.

I, the undersigned, hereby certify to the best of my professional knowledge, information and belief the within description accurately describes a portion of real estate described in an Indiana Land Title Survey prepared by Polarix Land Surveying, Inc. and subsequently recorded as Instr. No. 98-00018809 in the Office of the Recorder of Marion County, Indiana. Said Indiana Land Title Survey was Used as the basis of this subdivision at the clients request. I further certify that all monuments shown do exist or are proposed to be set. WITNESS my

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SECTION I

the Second Principal Meridian, Lawrence Township, Marion County, Indiana

The undersigned, owner of the within described real estate, does hereby lay off, plat and subdivide the same into lots, public ways and easements in accordance with applicable laws, ordinances, covenants, restrictions, and the plat shown hereon. The within plat shall be known and designated as HARRISON RIDGE-SECTION I, a subdivision in Lawrence Township, Marion County, Indiana, consisting of 30 lots, numbered 1 through 26 and 60 through 63 both inclusive and Blocks "A" and "B", with streets, easements and public ways as shown on the within plat. All rights of ways shown and not heretofore dedicated are hereby dedicated to the public for its use as public ways.

A homeowners association (hereafter referred to as Association) has been or will be created under the laws of the State of Indiana for purposes of providing ownership of the common areas and to provide common services which may include but not be limited to maintenance of the common areas, insurance, enforcement of restrictive covenants, approval of house and site plans, assessments of yearly dues, special assessments, and management of the association.

The owner hereby reserves the right and option to be exercised in its sole discretion to develop the additional real estate as described in petition 96Z145 and amendments thereto and include the real estate in the association.

Site Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 9 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended, the same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

Drainage and Flood Control: It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as

within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

Drainage and Flood Control: It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the City of Lawrence and the requirements of all drainage permits for this plat issued by the City of Lawrence.

Sanitary Sewer: It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the sanitary sewer construction approved by the City of Lawrence and the requirements of all sanitary sewer construction permits for this plan issued by the City of Lawrence. Owner further covenants that no building, structure, tree or other obstruction shall be erected, maintained, or allowed to continue on the portion of the owners' real estate in which the easement and right of way is granted without express written permission, when duly recorded, shall run with the real estate. The City of Lawrence, and its agents, shall have the right to ingress and egress, for temporary periods only, over the owners' real estate adjoining said easement and right of way, when necessary to construct, repair or maintain sanitary sewer facilities.

Lots are subject to the following drainage easements, sewer easements, utility easements, landscape easements, and non-access easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the lot owners, public or private utility companies and government agencies, as follows:

A. Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public or private drainage systems; it shall be the individual responsibility of each lot owner to maintain the drainage across their own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any government authority having jurisdiction over drainage, its successors or assigns.

B. Sewer Easements (S.E.) are created for the use of the utility, public or private, having jurisdiction over the sanitary waste

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B. Sewer Easements (S.E.) are created for the use of the utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve HARRISON RIDGE SECTION 1. Sewer easements shall be used for construction, extension, operation, inspection, maintenance, reconstruction and removal of sanitary sewer facilities including but not limited to mains, ducts, or other related utility structures of sanitary sewers that are part of said system.

C. Utility Easements (U.E.) are created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cables or other related utility structures, as well as for the uses specified in the case of sewer easements.

D. Landscape Easement (L.E.) as designated on the Plat are created over and across lots, are hereby created and reserved for the use of the undersigned owner or the Association, for access to and installation, maintenance, repair and replacement of walls, earth mounds, screening material, fencing, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements. Except as installed by the undersigned owner or the Association, no improvements or permanent structures, including without limitation, fences, shall be erected or maintained in or upon said Landscape Easements without the written consent of the undersigned owner.

E. Non-Access Easement (N.A.E.) This is a strip of ground designated on the plat which are hereby created to limit access to certain lots. Vehicular ingress, egress and/or construction of improvements for such ingress, egress and/or traveling, is prohibited on, over, or across any such strip or area.



1

**SURVEYOR'S CERTIFICATE OF CORRECTION
HARRISON RIDGE SECTION I**

The purpose of this correction is to change the minimum square footage requirements for homes constructed in Harrison Ridge Section I, an subdivision in Marion County, Indiana, as per plat thereof recorded May 19, 1998 as Instrument Number 98-82852 in the Office of the Recorder of Marion County, Indiana.

Original:

13. Square Footage Requirements: The minimum square footage of living space of a residential dwelling constructed on any lot shall be 1600 square feet for a one story dwelling and 2000 square feet for a two story dwelling with a minimum of 1200 square feet on the first floor, except for lots 61, 62 and 63. The minimum square footage of living space for any residential dwelling constructed on lot 61, 62 or 63 shall be 1200 square feet for a one story dwelling and 1600 square feet for a two story dwelling with a minimum of 800 square feet on the first floor.. The square footage requirements exclude open porches, garages and basements.

Revised:

13. Square Footage Requirements: The minimum square footage of living space of a residential dwelling constructed on any lot shall be 1700 square feet for a one story dwelling and 2100 square feet for a two story dwelling with a minimum of 1200 square feet on the first floor, except for lots 61, 62 and 63. The minimum square footage of living space for any residential dwelling constructed on lot 61, 62 or 63 shall be 1200 square feet for a one story dwelling and 1600 square feet for a two story dwelling with a minimum of 800 square feet on the first floor.. The square footage requirements exclude open porches, garages and basements.

I the undersigned hereby certify that the above description to be true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 29th day of May, 1998.

Richard A. Lewis

Richard A. Lewis
Registered Land Surveyor No. S0001

IN TESTIMONY WHEREOF, witness the signature of Harrison Ridge, Inc., as owner of said property on this 29th day of May, 1998.

HARRISON RIDGE, INC.,
an Indiana Corporation

By: *Richard A. Lewis*
Richard A. Lewis, President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Richard A. Lewis who represented himself as the President of Harrison Ridge, Inc., and who acknowledged execution of the foregoing Certificate of Correction and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 29th day of May, 1998.



LYNN R. RIGNEY
NOTARY PUBLIC STATE OF INDIANA
COUNTY OF RESIDENCE: HAMILTON
MY COMMISSION EXPIRES: MAY 17, 2000

Lynn R. Rigney

This instrument was prepared by Richard A. Lewis, The Lewis Group, Inc., 11668 Armada Ct., Fishers, IN 46038.

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