

COVENANTS AND RESTRICTIONS

now, being the owner of record of all of the included tract, does hereby replat the above part of Ha

e-Plat of Lots 24 thru 28, 45 thru 53, 72 and Part of Lots 29, 30, 32 thru 35 and 73 of Hawthorn Hi

present and future owners of lots in this subdivision, the undersigned owners hereby adopt and estab  
every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding all the sa

shown on the within plat marked "Drainage Easement" (D.E.), "Sewer Easements (S.E.) and "Utility Eas  
erived for the use of public utility companies and governmental agencies as follows: "Drainage Eas  
drainage either overland or in adequate underground conduit, to serve the needs of this and adjoini  
be built upon said easement, which will obstruct flow from the area being served. "Sewer Easer  
duction over the storm and sanitary waste disposal system of said city and/or county for the purpos  
ity Easements" (U.E.) are created for the use of all public utility companies, not including trar  
lines, wires and also all rights and uses specified for sewer easements above designated. The o  
parts of the public utilities, governmental agencies, and the rights of the other lot owners in this  
through the strips of ground for the purposes herein stated.

erred as shown on this plat between which line and the front lot line no building shall be erected,

ded in the Office of the Recorder of Hamilton County, by Instrument #34975, dated June 14, 1982, "S  
precedent to ownership, be made a part hereof.

provisions, restrictions and covenants, including said "Supplemental Declaration of Restrictions  
due process of law of structures erected or maintained in violation therein is hereby dedicate  
assions, and the City of Noblesville, their successors or assigns, who shall be entitled to s  
owners, by or through any such violation or attempted violation. Said provision shall be in  
tally extended for successive periods of ten (10) years, unless by a vote of the majority of the  
invalidation of any one of the covenants by judgment or court order shall in no wise affect any

erants, limitations and restrictions, together with the above mentioned "Supplemental Declaration o  
all parties and persons claiming under them.

Dated this 31st day of December, 1982.

atatory Public, in and for said  
er. by Hayes T. O'Brien, President  
nd acknowledge execution of the above  
tary act and deed for the uses and

COMPUCOM DEVELOPMENT CORPORATION  
9245 North Meridian Street  
Indianapolis, Indiana 46240

any Public Susan K. Burford  
ness Susan K. Burford

Hayes T. O'Brien  
Hayes T. O'Brien, President

oming for the City of Noblesville,  
of this plat meets all of the  
dinance of the City of Noblesville

Thomas W. Moses, Jr.  
Thomas W. Moses, Jr., Assistant Secretary

K. Whitley  
lev  
Planning and Zoning

UNDER AUTHORITY PROVIDED BY TITLE 26, ACTS OF 1  
BY ACTS OF 1982, P.L. 211, SECTION 4, ENACTED B  
OF INDIANA AND ALL ACTS AMENDATORY THERETO, AND  
COUNCIL OF THE CITY OF NOBLESVILLE, INDIANA, TH  
CITY OF NOBLESVILLE, AS FOLLOWS"

201, P.L. 309, SECTION 23, AS AMENDED  
LEGAL ASSEMBLY, STATE OF INDIANA,  
CITY COMMISSIONERS OF HAMILTON  
DAY OF December, 1982

ADOPTED BY THE CITY PLAN COMMISSION AT A MEETIN  
1982.

[Signature]

NOBLESVILLE CITY PLAN COMMISSION

[Signature]  
Roland M. Moss

COVENANTS AND RES

The undersigned, Compucom Development Corporation, being the owner of record of all of the in with the within plat.

This replat shall be known and designated as "Re-Plat of Lots 24 thru 28, 45 thru 53, 72 and 1 Indiana.

In order to afford adequate protection to all present and future owners of lots in this subdiv each and all inuring to the benefit of each and every owner of any lot or lots in said subdiv assigns.

- A. Easements: There are strips of ground as shown on the within plat marked "Drainage Easem any combination of the three, which are reserved for the use of public utility companies paths and courses for area and local storm drainage either overland or in adequate undergr system. No structure, including fences, shall be built upon said easement, which will ob the local governmental agency bearing jurisdiction over the storm and sanitary waste dispo sewers that are a part of said system. "Utility Easements" (U.E.) are created for the use ation and maintenance of mains, ducts, poles, lines, wires and also all rights and uses s; addition shall take title subject to the rights of the public utilities, governmental age granted for ingress and egress in, along and through the strips of ground for the purpose:
- B. Building Lines: Building lines are established as shown on this plat between which line i
- C. Supplemental Restrictions: There are recorded in the Office of the Recorder of Hamilton ( for Hawthorn Hills", which shall, as a condition precedent to ownership, be made a part he
- D. Enforcement: The right to enforce the within provisions, restrictions and covenants, incl together with the right to cause the removal by due process of law of structures erected c several lots in this subdivision, their heirs or assigns, and the City of Noblesville, the show any damage of any kind to any such owner or owners, by or through any such violation at which time said covenants shall be automatically extended for successive periods of ter to change the covenants in whole or in part. Invalidation of any one of the covenants by remain in full force and effect.
- E. Covenants Run with Land: The foregoing covenants, limitations and restrictions, together are to run with the are binding on all parties and persons claiming under them.

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF HAMILTON)



Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Compucom Development Corporation, by Hayes T. O'Brien, President and Thomas W. Moses, Jr., Assistant 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 6/27/87 Notary Public Susan K. Burford  
 County of Residence Madison Printed Susan K. Burford

I, Steven R. Huntley, Director of Planning and Zoning for the City of Noblesville, hereby certify that the application for approval of this plat meets all of the minimum requirements contained in the Code of Ordinance of the City of Noblesville December 11, 1961, as amended.

Date December 18, 1984

Steven R. Huntley  
 Steven R. Huntley  
 Director of Planning and Zoning

UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981, P.L. 309, SECTION 23, AS AMENDED BY ACTS OF 1982, P.L. 211, SECTION 4, 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 17 DAY OF December, 1984

Phil Sh...  
 President

Gene K...  
 Member

S. R. Huntley

each and all, during to the benefit of each and every one of the assigns.

- A. Easements: There are strips of ground as shown on the within plat marked "or any combination of the three, which are reserved for the use of public utilities paths and courses for area and local storm drainage either overland or in a sewer system. No structure, including fences, shall be built upon said easement, w the local governmental agency bearing jurisdiction over the storm and sanitary sewers that are a part of said system. "Utility Easements" (U.E.) are created for the installation and maintenance of mains, ducts, poles, lines, wires and also all rights of ingress and egress in, along and through the strips of ground for
- B. Building Lines: Building lines are established as shown on this plat between
- C. Supplemental Restrictions: There are recorded in the Office of the Recorder for Hawthorn Hills", which shall, as a condition precedent to ownership, be m
- D. Enforcement: The right to enforce the within provisions, restrictions and co together with the right to cause the removal by due process of law of structu several lots in this subdivision, their heirs or assigns, and the City of Nob show any damage of any kind to any such owner or owners, by or through any su at which time said covenants shall be automatically extended for successive p to change the covenants in whole or in part. Invalidation of any one of the remain in full force and effect.

E. Covenants Run with Land: The foregoing covenants, limitations and restrictio are to run with the land and are binding on all parties and persons claiming

STATE OF INDIANA )  
COUNTY OF HAMILTON )



Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Compucom Development Corporation, by Hayes T. O'Brien, President and Thomas W. Moses, Jr., Assistant Secretary, and acknowledge execution of the and foregoing certificate as its and their voluntary act and deed for the uses and purposes therein expressed.

My Commission Expires 6/27/87 Notary Public Susan K. Burfe  
County of Residence Marion Printed Susan K. Burfe

I, Steven R. Huntley, Director of Planning and Zoning for the City of Noblesville hereby certify that the application for approval of this plat meets all of the minimum requirements contained in the Code of Ordinance of the City of Noblesville December 11, 1961, as amended.

December 18, 1984  
Date

Steven R. Huntley  
Steven R. Huntley  
Director of Planning and Zoning

UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981, P.L. 309, SECTION 23, AS AME BY ACTS OF 1982, P.L. 211, SECTION 4, 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 17 DAY OF December, 1984

Phil Stinson  
President

Gene F. Stinson  
Member

George F. Stinson  
Member

and future owners of lots in this subdivision, the undersigned owners hereby adopt and establish as a condition precedent to ownership, binding all the same as

in the within plat marked "Drainage Easement" (D.E.), "Sewer Easements (S.E.) and "Utility Easement" for the use of public utility companies and governmental agencies as follows: "Drainage Easements" shall be either overland or in adequate underground conduit, to serve the needs of this and adjoining ground upon said easement, which will obstruct flow from the area being served. "Sewer Easements" shall be over the storm and sanitary waste disposal system of said city and/or county for the purpose of "Utility Easements" (U.E.) are created for the use of all public utility companies, not including transportation, wires and also all rights and uses specified for sewer easements above designated. The owners of the public utilities, governmental agencies, and the rights of the other lot owners in this addition shall have such the strips of ground for the purposes herein stated.

as shown on this plat between which line and the front lot line no building shall be erected, placed or constructed. A copy of the Office of the Recorder of Hamilton County, by Instrument #34975, dated June 14, 1982, "Supplemental Declaration of Restrictions" to ownership, be made a part hereof.

Violations, restrictions and covenants, including said "Supplemental Declaration of Restrictions for the purpose of law of structures erected or maintained in violation therein is hereby dedicated an easement, and the City of Noblesville, their successors or assigns, who shall be entitled to such easements, by or through any such violation or attempted violation. Said provision shall be in full force and effect for successive periods of ten (10) years, unless by a vote of the majority of the the board of directors of any one of the covenants by judgment or court order shall in no wise affect any of t

Violations and restrictions, together with the above mentioned "Supplemental Declaration of Restrictions" shall be binding on all parties and persons claiming under them.

Dated this 31st day of December, 1984

Witness my hand and the seal of the City of Noblesville, Indiana, this 28th day of December, 1984.

COMPUCOM DEVELOPMENT CORPORATION  
9245 North Meridian Street  
Indianapolis, Indiana 46240

Susan K. Bucford  
Susan K. Bucford

Hayes T. O'Brien  
Hayes T. O'Brien, President

for the City of Noblesville,  
this plat meets all of the  
requirements of the City of Noblesville

Thomas W. Moses, Jr.  
Thomas W. Moses, Jr., Assistant Secretary

Steven R. Huntley  
Steven R. Huntley

UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981  
BY ACTS OF 1982, P.L. 211, SECTION 4, ENACTED BY THE  
LEGISLATURE OF INDIANA AND ALL ACTS AMENDATORY THERETO, AND AN  
ORDINANCE OF THE CITY OF NOBLESVILLE, INDIANA, THIS  
CITY OF NOBLESVILLE, AS FOLLOWS"

P.L. 309, SECTION 23, AS AMENDED  
BY ACTS OF THE GENERAL ASSEMBLY, STATE OF INDIANA,  
BY THE COMMISSIONERS OF HAMILTON  
COUNTY OF Noblesville, 1984

ADOPTED BY THE CITY PLAN COMMISSION AT A MEETING ON  
1984.

NOBLESVILLE CITY PLAN COMMISSION

Roland W. Cross

Roland W. Cross  
Roland W. Cross

Steven R. Huntley

Steven R. Huntley  
Steven R. Huntley

s 29, 30, 32 thru 35 and 73 of Hawthorn Hills", an Addition to Hamilton County,

undersigned owners hereby adopt and establish the following protective covenants, heirs and/or assigns, binding all the same each grantor and their heirs and/or

"Sewer Easements (S.E.) and "Utility Easements" (U.E.), either separately or in agencies as follows: "Drainage Easements" (D.E.) are created to provide to serve the needs of this and adjoining ground and/or the public drainage area being served. "Sewer Easements" (S.E.) are created for the use of city and/or county for the purpose of installation and maintenance of utility companies, not including transportation companies, for the installation of easements above designated. The owners of all lots and blocks in this addition, to said easement herein

no building shall be erected, placed, altered or permitted to remain.

#34975, dated June 14, 1982, "Supplemental Declaration of Restrictions

Supplemental Declaration of Restrictions for Hawthorn Hills", by injunction relief thereon is hereby dedicated and reserved to the owners of the lots and blocks, who shall be entitled to such relief without being required to file a petition. Said provision shall be in full force and effect until May 1, 2007. If by a vote of the majority of the then owners of the lots, it is agreed that the order shall in no wise affect any of the other provisions which shall

"Supplemental Declaration of Restrictions for Hawthorn Hills" are

21st day of December, 1984

DEVELOPMENT CORPORATION  
Meridian Street  
Indianapolis, Indiana 46240

J. O'Brien  
O'Brien, President

James W. Moses, Jr.  
Moses, Jr., Assistant Secretary

RECEIVED FOR RECORD  
7:22 AM

JAN 2 1985  
BOB H. HARRIS  
HARRY J. CLARKE  
RECORDS & ADMINISTRATION  
HAMILTON COUNTY, INDIANA

PROVIDED BY TITLE 36, ACTS OF 1981, P.L.309, SECTION 23, AS AMENDED BY P.L. 2002, P.L. 211, SECTION 4, 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 PLAN COMMISSION, AS FOLLOWS"

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD ON THE 2nd DAY OF FEBRUARY, 1985

NOBLESVILLE CITY PLAN COMMISSION

Robert J. ...  
Land Manager

James R. Huntley  
James R. Huntley

President

Secretary

in plat accurately represents a survey made under my supervision during the month of

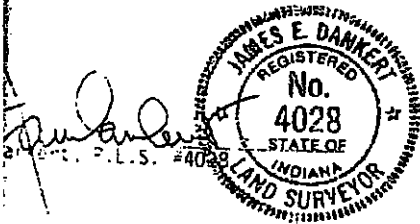
14, 1959 in Plat Book 2 on pages 167 and 168 in the Office of the Recorder of Deeds, Range 5 East in Hamilton County, Indiana, more particularly described as follows:

and 26 North 87 degrees 53 minutes 44 seconds West 403.12 feet (measured) 402.3 feet  
and 27, 28 and 29 North 89 degrees 15 minutes 00 seconds West 435.74 feet; thence North  
line North 89 degrees 54 minutes 11 seconds East 153.40 feet to the Northeast  
said Hawthorn Hills (the next three courses are along the West and South right of way  
to a curve having a radius of 100.00 feet, the radius of which bears North 86 degrees  
point which bears South 01 degrees 04 minutes 00 seconds West from said radius  
said Lot 24 at the West right of way line of Greenbriar Drive as dedicated in the  
thence South 14 degrees 08 minutes 55 seconds East 50.00 feet to a curve having a  
(2) thence Southeasterly along said curve 91.20 feet to a point which bears North 85  
seconds East 30.00 feet to the Point of Beginning, containing 3.90 acres, more or

as follows: Beginning at the Southeast corner of said Lot 32; thence along the  
01 minutes 00 seconds 643.92 feet to the Northerly line of said Lot 35; thence along  
the corner of said Lot 35 and 45; thence along the North line of said Lot 45 North  
East line thereof South 00 degrees 00 minutes 18 seconds East 165.00 feet to the  
9 degrees 59 minutes 42 seconds East 34.55 feet (measured) 38 feet (plat) to the  
es 01 seconds East 307.75 feet (measured) 300 feet (plat) to the common Easterly  
minutes 04 seconds East 271.00 feet to the common Northerly corner of said Lot 50 and  
et to the common Northerly corner of said Lot 51 and 52; thence along the North line  
of said Lot 53 at the West right of way line of said Greenbriar Drive; thence along  
east corner of said Lot 53 at the North right of way line of said Pinehurst Avenue  
thence North 88 degrees 56 minutes 00 seconds West 536.48 feet to a curve having  
thence Northwesterly along said curve 74.72 feet to a point which bears South  
40 seconds West 506.56 feet to a curve having a radius of 1375.03 feet, the radius  
a curve a distance of 79.34 feet to a point which bears South 89 degrees 59 minutes  
feet to a curve having a radius of 48.00 feet, the radius point of which bears  
e point which bears North 48 degrees 09 minutes 19 seconds West from said radius  
of which bears North 48 degrees 09 minutes 19 seconds West; (7) thence Northerly,  
es 43 seconds West from said radius point, which said point is the beginning of a  
seconds West; (8) thence Southeasterly along said curve 35.06 feet to a point which  
3 minutes 18 seconds East 34.62 feet to a curve having a radius of 1425.03 feet,  
y along said curve 82.23 feet to a point which bears South 86 degrees 41 minutes 20  
feet to the Point of Beginning, containing 6.68 acres, more or less.

begin at the Northwest corner of said Lot 72; thence along the North line thereof  
the East line of said Lots 72 and 73 South 16 degrees 56 minutes 23 seconds East  
Part of Hawthorn Hills", the plat of which was recorded June 22, 1982 in Plat Book  
73 degrees 03 minutes 38 seconds West 172.89 feet to the Easterly right of way line  
thence North 04 degrees 38 minutes 55 seconds West 25.18 feet to a curve having a  
(2) thence Northwesterly along said curve 99.48 feet to a point which bears North 75  
seconds West 71.28 feet to the Point of Beginning, containing 0.69 acres, more or less.

The size of lots and blocks are shown in figures denoting feet and decimal parts



RECEIVED FOR RECORD  
JAN 2 1965

JAN 2 1965

BOOK 11 PAGE 133

RECORDED HAMILTON COUNTY, INDIANA

CEI

I, the undersigned, hereby certify that to the best of my professional knowledge and belief, the following is a true and correct plat of the real estate described in the plat of April, 1982 of real estate described as follows:

Lots 24 thru 28 and part of Lots 29 and 30 in Hawthorn Hills, the plat of which was recorded in Hamilton County, Indiana, which said plat lies in the Southeast Quarter of Section 5,

Beginning at the Southeast corner of said Lot 24; thence along the South line of said (plat) to the common Southerly corner of said Lot 26 and 27; thence along the South line 00 degrees 00 minutes 00 seconds 385.06 feet to the North line of said Lot 30; thence corner of said Lot 30 at the West right of way line of Pinehurst Avenue as dedicated line of said Pinehurst Avenue); (1) thence South 03 degrees 18 minutes 40 seconds East 41 minutes 20 seconds East; (2) thence Southeasterly along said curve a distance of 14 point; (3) thence South 88 degrees 56 minutes 00 seconds East 550.07 feet to the North Plat of said Hawthorn Hills (the next three courses are along the said West right of way radius of 550.00 feet, the radius point of which bears South 75 degrees 51 minutes 05 degrees 21 minutes 05 seconds East from said radius point; (3) thence South 04 degrees less.

Also, Lots 45 thru 53 and part of Lots 32 thru 35 in said Hawthorn Hills more particularly described as follows: Beginning at the Southeast corner of said Lot 45; thence along the South line thereof South 89 degrees 59 minutes 42 seconds West 145.86 feet; thence North the said Northerly line South 77 degrees 22 minutes 52 seconds East 142.86 feet to the Southeast corner thereof and the North line of said Lot 46; thence along the said North Northeast corner thereof; thence along the East line of said Lot 46 and 47 South 02 degrees 51; thence along the North line of said Lot 51 North 89 degrees 12 minutes 45 seconds of said Lot 52 and 53 South 89 degrees 23 minutes 05 seconds East 262.00 feet to the North the said West right of way line South 14 degrees 08 minutes 55 seconds East 194.00 feet (the next 11 courses are along the North, East and West right of way line of said Pine a radius of 50.00 feet, the radius point of which bears North 01 degrees 04 minutes 00 86 degrees 41 minutes 20 seconds West from said radius point; (3) thence North 03 degrees 42 seconds West from said radius point; (4) thence Northwest 02 degrees 42 seconds West from said radius point; (5) thence North 00 degrees 00 minutes 18 seconds North 89 degrees 59 minutes 42 seconds East; (6) thence Northeasterly along said curve point, which said point is the beginning of a curve having a radius of 50.00 feet, the Westerly and Southerly along said curve 230.12 feet to a point which bears South 48 degrees curve having a radius of 48.00 feet, the radius point of which bears South 48 degrees bears North 89 degrees 59 minutes 42 seconds East from said radius point; (9) thence South the radius point of which bears North 89 degrees 59 minutes 42 seconds East; (10) thence 02 seconds West from said radius point; (11) thence South 03 degrees 18 minutes 40 seconds

Also, Lot 72 and part of Lot 73 in said Hawthorn Hills more particularly described as follows: Beginning at the Southeast corner of said Lot 72; thence along the North line thereof North 75 degrees 51 minutes 05 seconds East 151.20 feet to the Northeast corner thereof 186.95 feet (measured) 185 feet (plat) to the Northeast corner of Lot 121 in the "First" Plat, pages 70 thru 72 in the said Recorder's Office; thence along the North line of said of said Greenbriar Drive (the next three courses are along the said Easterly right of way radius of 600.00 feet, the radius point of which bears South 85 degrees 21 minutes 05 degrees 51 minutes 05 seconds East from said radius point; (3) thence North 14 degrees

This subdivision consists of 15 lots, numbered 123 through 137, inclusively and Blocks thereof.

Witness my signature this 1<sup>st</sup> day of DECEMBER, 1984.

CERTIFICATION

of my professional knowledge and belief the within plat accurately represents a survey made unde

Hawthorn Hills, the plat of which was recorded October 14, 1959 in Plat Book 2 on pages 167 and 168 in the Southeast Quarter of Section 5, Township 17 North, Range 5 East in Hamilton County, Indiana, m

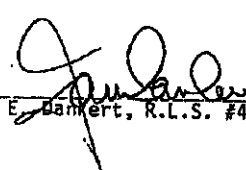
thence along the South line of said Lots 24, 25 and 26 North 87 degrees 53 minutes 44 seconds West 26 and 27; thence along the South line of said Lots 27, 28 and 29 North 89 degrees 15 minutes 00 seconds North line of said Lot 30; thence along the said North line North 89 degrees 54 minutes 11 seconds of Pinehurst Avenue as dedicated in the plat of said Hawthorn Hills (the next three courses are 3 degrees 18 minutes 40 seconds East 132.83 feet to a curve having a radius of 100.00 feet, the radius along said curve a distance of 149.44 feet to a point which bears South 01 degrees 04 minutes 0 seconds East 550.07 feet to the Northeast corner of said Lot 24 at the West right of way line of Gr are along the said West right of way line); (1) thence South 14 degrees 08 minutes 55 seconds East bears South 75 degrees 51 minutes 05 seconds West; (2) thence Southeasterly along said curve 91.20 s point; (3) thence South 04 degrees 38 minutes 55 seconds East 30.00 feet to the Point of Beginni


in said Hawthorn Hills more particularly described as follows: Beginning at the Southeast corner, seconds West 145.86 feet; thence North 00 degrees 00 minutes 00 seconds 643.92 feet to the Norther s 52 seconds East 142.86 feet to the common Northerly corner of said Lot 35 and 45; thence along t to the Northeast corner thereof; thence along the East line thereof South 00 degrees 00 minutes 18 d not 46; thence along the said North line North 89 degrees 59 minutes 42 seconds East 34.55 feet ne of said Lot 46 and 47 South 02 degrees 27 minutes 01 seconds East 307.75 feet (measured) 300 fe t line of said Lot 48 and 49 South 08 degrees 27 minutes 04 seconds East 271.00 feet to the common t 89 degrees 12 minutes 45 seconds East 120.00 feet to the common Northerly corner of said Lot 51 25 seconds East 262.00 feet to the Northeast corner of said Lot 53 at the West right of way line o 3 minutes 55 seconds East 194.00 feet to the Southeast corner of said Lot 53 at the North right of West right of way line of said Pinehurst Avenue); (1) thence North 88 degrees 56 minutes 00 second bears North 01 degrees 04 minutes 00 seconds East; (2) thence Northwesterly along said curve 74.72 this point; (3) thence North 03 degrees 18 minutes 40 seconds West 506.56 feet to a curve having a ) seconds East; (4) thence Northwesterly along said curve a distance of 79.34 feet to a point which North 00 degrees 00 minutes 18 seconds West 34.62 feet to a curve having a radius of 48.00 feet, i thence Northeasterly along said curve 35.06 feet to a point which bears North 48 degrees 09 minutes having a radius of 50.00 feet, the radius point of which bears North 48 degrees 09 minutes 19 se to a point which bears South 48 degrees 08 minutes 43 seconds West from said radius point, which rt of which bears South 48 degrees 08 minutes 43 seconds West; (8) thence Southeasterly along said from said radius point; (9) thence South 00 degrees 00 minutes 18 seconds East 34.62 feet to a cur minutes 42 seconds East; (10) thence Southeasterly along said curve 82.23 feet to a point which l with 03 degrees 18 minutes 40 seconds East 243.22 feet to the Point of Beginning, containing 6.68 a

is more particularly described as follows: Beginning at the Northwest corner of said Lot 72; the feet to the Northeast corner thereof; thence along the East line of said Lots 72 and 73 South 16 c east corner of Lot 121 in the "First Re-Plat of a Part of Hawthorn Hills", the plat of which was r thence along the North line of said Lot 121 South 73 degrees 03 minutes 38 seconds West 172.89 fee e along the said Easterly right of way line); (1) thence North 04 degrees 38 minutes 55 seconds We ars South 85 degrees 21 minutes 05 seconds West; (2) thence Northwesterly along said curve 99.48 f point; (3) thence North 14 degrees 08 minutes 55 seconds West 71.28 feet to the Point of Beginning

through 137, inclusively and Blocks "A" and "B". The size of lots and blocks are shown in figures

1984.

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





CONDITIONS

and tract, does hereby replat the above part of Hawthorn Hills into lots, in accordance of Lots 29, 30, 32 thru 35 and 73 of Hawthorn Hills", an Addition to Hamilton County,

on, the undersigned owners hereby adopt and establish the following protective covenants, their heirs and/or assigns, binding all the same each grantor and their heirs and/or

(D.E.), "Sewer Easements (S.E.) and "Utility Easements" (U.E.), either separately or in governmental agencies as follows: "Drainage Easements" (D.E.) are created to provide and conduit, to serve the needs of this and adjoining ground and/or the public drainage flow from the area being served. "Sewer Easements" (S.E.) are created for the use of system of said city and/or county for the purpose of installation and maintenance of all public utility companies, not including transportation companies, for the installation for sewer easements above designated. The owners of all lots and blocks in this and the rights of the other lot owners in this addition, to said easement herein herein stated.

the front lot line no building shall be erected, placed, altered or permitted to remain. by Instrument #34975, dated June 14, 1982, "Supplemental Declaration of Restrictions

ing said "Supplemental Declaration of Restrictions for Hawthorn Hills", by injunction maintained in violation therein is hereby dedicated and reserved to the owners of the successors or assigns, who shall be entitled to such relief without being required to attempted violation. Said provision shall be in full force and effect until May 1, 2007, years, unless by a vote of the majority of the then owners of the lots, it is agreed agreement or court order shall in no wise affect any of the other provisions which shall

for the above mentioned "Supplemental Declaration of Restrictions for Hawthorn Hills" are

Dated this 31st day of December, 1984

COMPUCOM DEVELOPMENT CORPORATION  
9245 North Meridian Street  
Indianapolis, Indiana 46240

Hayes T. O'Brien  
Hayes T. O'Brien, President

Thomas W. Moses, Jr.  
Thomas W. Moses, Jr., Assistant Secretary

RECEIVED FOR RECORD  
AT 2:00 P.M.

JAN 2 1985  
BOOK 11 PAGE 132  
Stamp: J. Clark  
RECORDED HAMILTON COUNTY, INDIANA

POWER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981, P.L.309, SECTION 23, AS AMENDED BY ACTS OF 1982, P.L. 211, SECTION 4, 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"

ADOPTED BY THE CITY PLAN COMMISSION AT A MEETING HELD ON THE 2nd DAY OF FEBRUARY, 1985.

NOBLESVILLE CITY PLAN COMMISSION

Roland Moss  
Roland Moss

\_\_\_\_\_

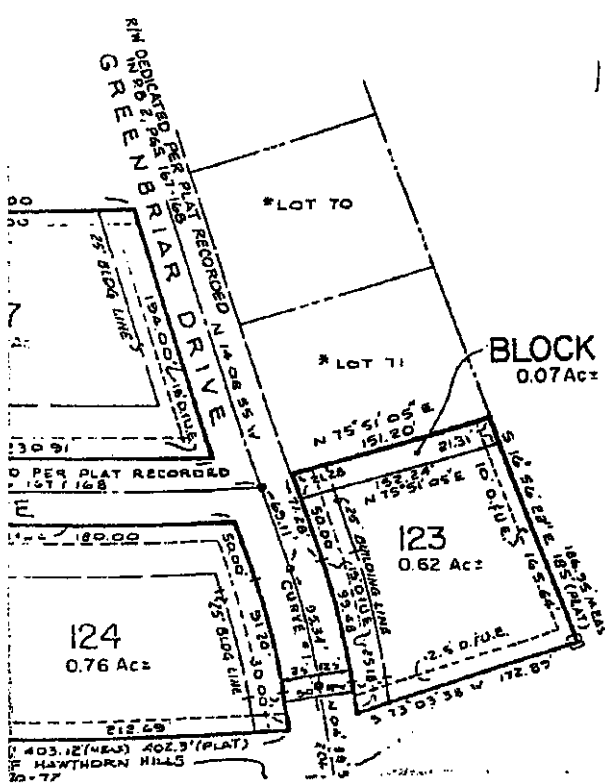
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21.78	3.96448°
45.70	10.41741°
49.86	3.54930°
62.48	76.39437°
46.32	114.2916°
92.64	57.29978°
40.40	4.08248°
39.68	4.16688°
41.13	4.02043°

15-05-07-08-207,000  
 9/11/12  
 10/1/12  
 12/1/12

RE-PLAT OF LOTS 24 THRU 28,  
 45 THRU 53, 72 & PARTS OF LOTS  
 29, 30, 32 THRU 35 & 73 OF :

# "HAWTHORN HILLS"



85 77  
 RECEIVED FOR RECORD  
 AT 3:00 P.M.  
 JAN 2 1965  
 BOOK 11 PAGE 131/133  
 Mary H. Clark  
 RECORDER HAMILTON COUNTY, INDIANA

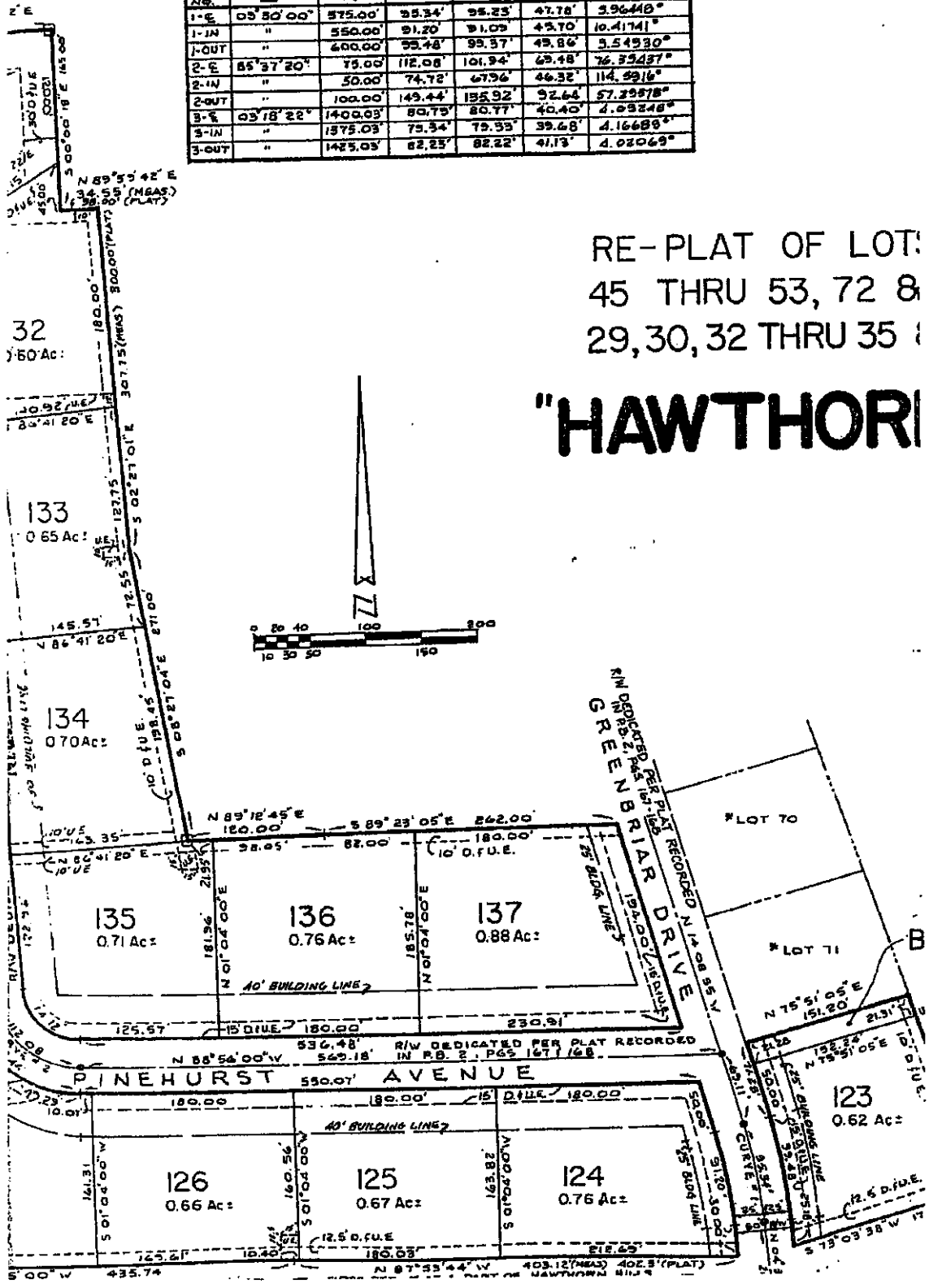
DULY ENTERED FOR TAXATION  
 2 day January 1965  
 Polly Pearce Auditor  
 Hamilton County

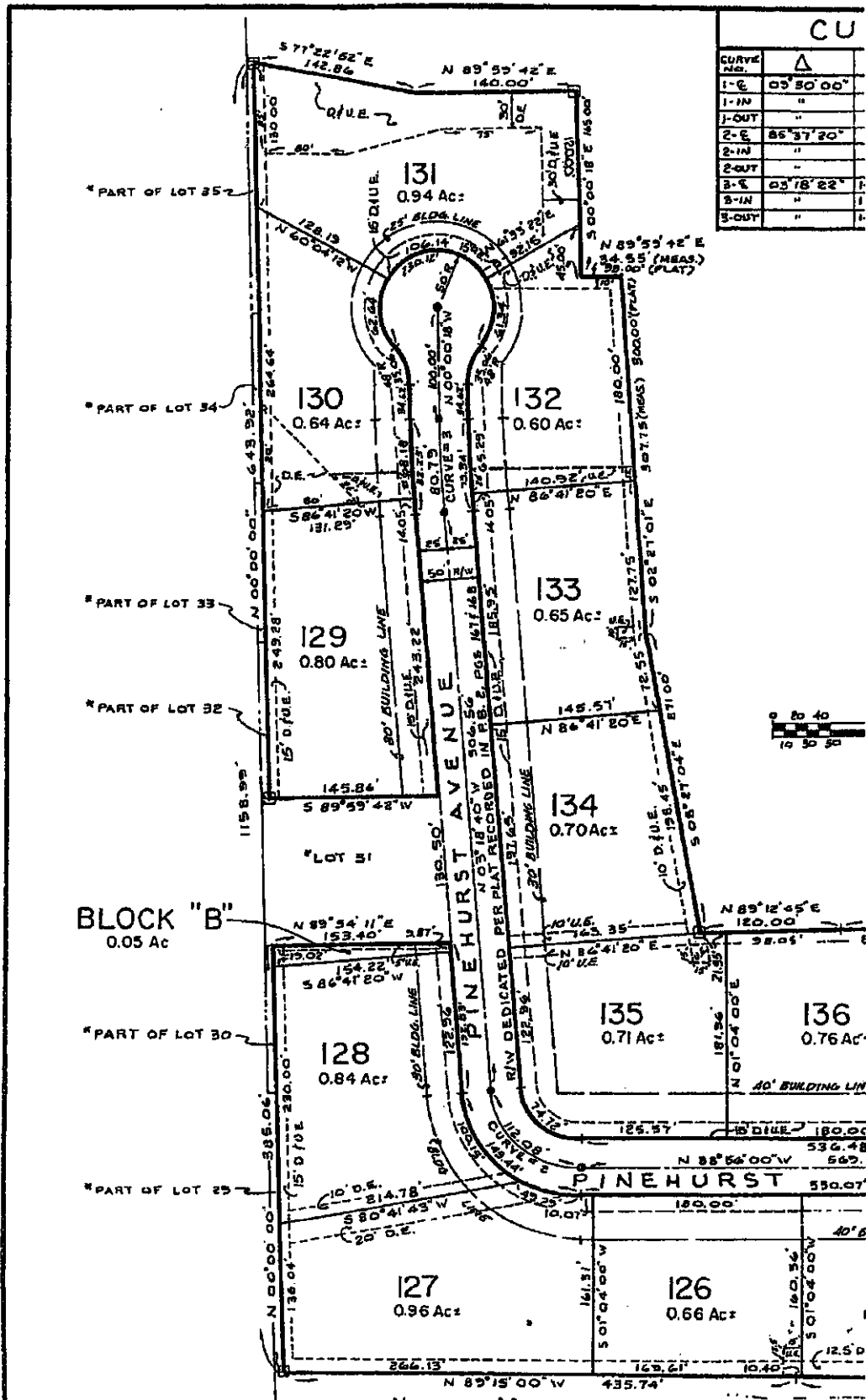
### CURVE DATA

CURVE NO.	Δ	R	L	C	T	D
1-E	05°30'00"	575.00'	35.34'	95.23'	47.78'	3.9648°
1-IN	"	550.00'	31.20'	91.03'	43.70'	10.41741°
1-OUT	"	600.00'	33.48'	93.37'	45.86'	5.54530°
2-E	85°37'20"	75.00'	112.08'	101.34'	63.48'	76.35437°
2-IN	"	50.00'	74.72'	67.56'	46.32'	114.3916°
2-OUT	"	100.00'	149.44'	135.92'	92.64'	57.35578°
3-E	03°18'22"	1400.03'	80.73'	80.77'	40.40'	4.03348°
3-IN	"	1375.03'	75.34'	75.33'	39.68'	4.16688°
3-OUT	"	1425.03'	82.23'	82.22'	41.13'	4.02069°

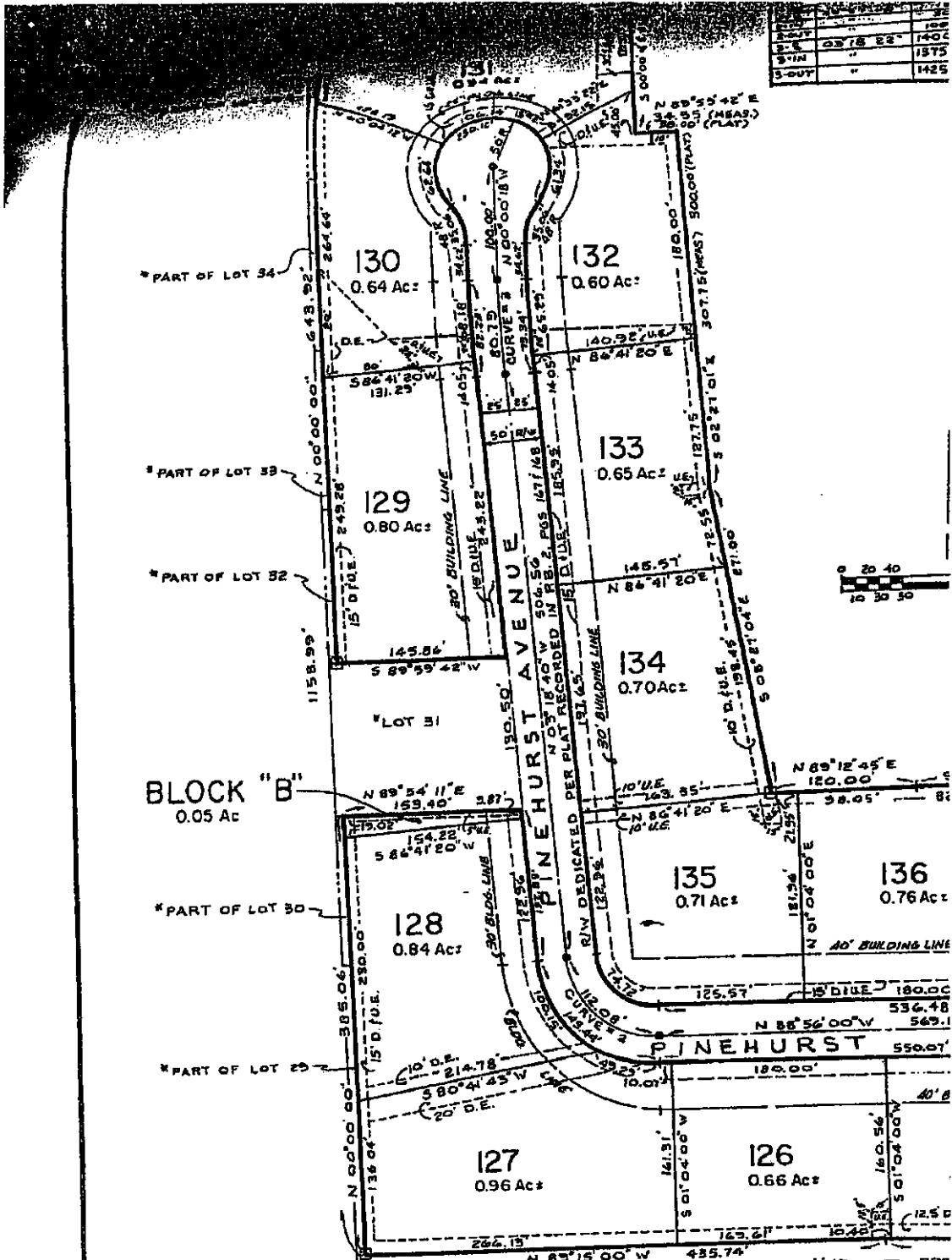
RE-PLAT OF LOTS  
45 THRU 53, 72 &  
29, 30, 32 THRU 35

# "HAWTHORN"





100	1400
101	1401
102	1402
103	1403
104	1404
105	1405
106	1406
107	1407
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121	1421
122	1422
123	1423
124	1424
125	1425



Notes on Monuments and Markers

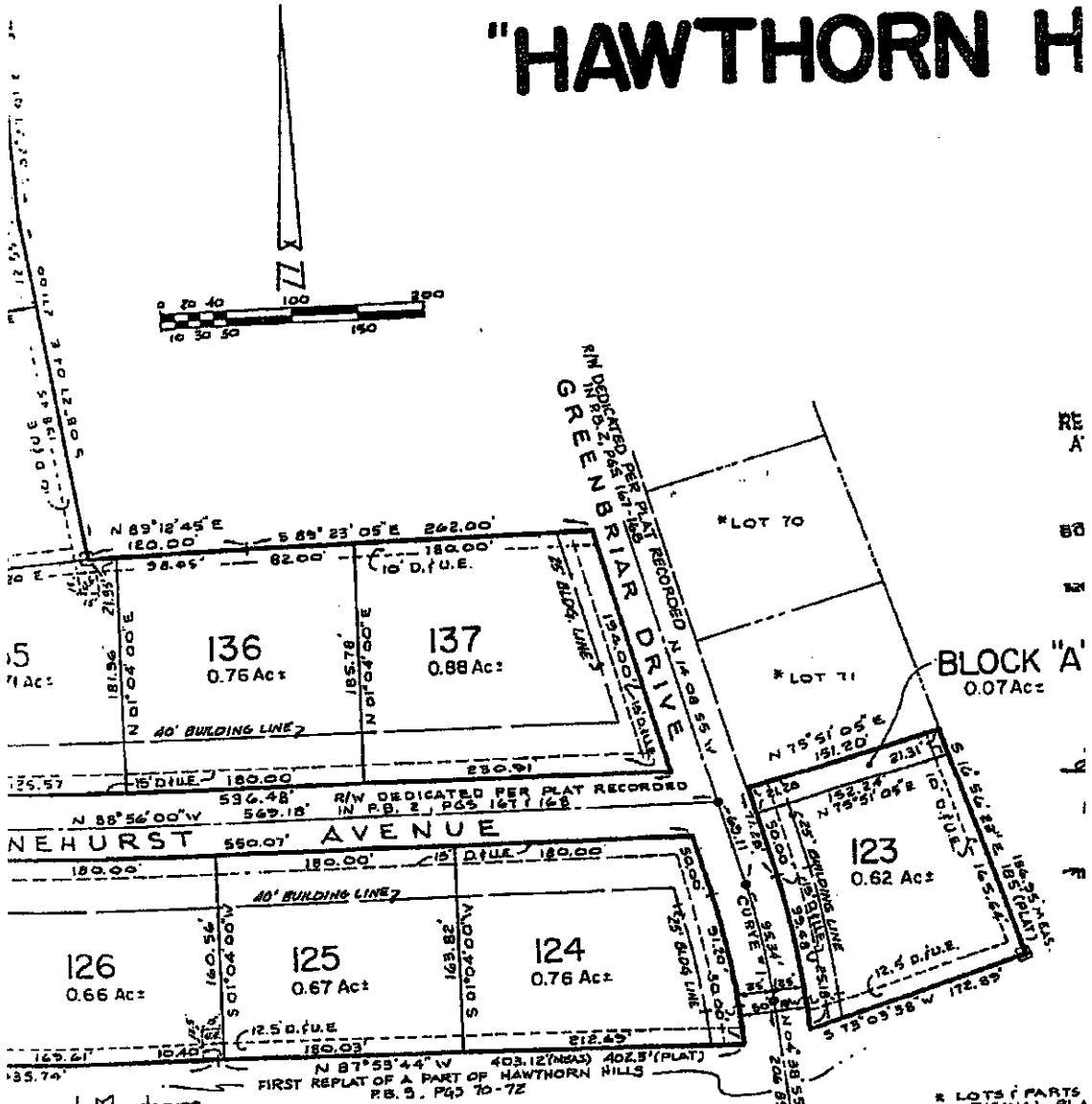
- = denotes a 4" x 4" x 30" lg. precast monum. set vertically and flush with finish c.
- = denotes a copperweld 1/2" Dia. copper c 1/2" dia. tapered cap having a cut "x" in with finish asphalt surface course
- steel pin markers (Min. 5/8" dia., 30" lg. other corners & intersecting line

1.1-E	07° 20' 00"	515.00'	33.34'	36.25'	47.78'	3.70-MD
1.1-W	"	350.00'	21.20'	51.09'	45.70'	10.41741°
1.1-OUT	"	400.00'	52.48'	85.37'	49.86'	5.54930°
2.1-E	04° 37' 20"	75.00'	112.08'	101.34'	69.48'	76.32457°
2.1-W	"	50.00'	74.72'	67.56'	46.32'	114.5916°
2.1-OUT	"	100.00'	149.44'	135.92'	92.64'	57.29578°
3.1-E	03° 18' 22"	100.00'	80.75'	80.75'	40.40'	4.05248°
3.1-W	"	1375.03'	79.34'	79.33'	39.68'	4.16689°
3.1-OUT	"	1425.03'	82.23'	82.22'	41.15'	4.02069°

3 x 2" E  
MEAS  
PLAT)

RE-PLAT OF LOTS 24  
45 THRU 53, 72 & PARTS  
29, 30, 32 THRU 35 & 73 C

# "HAWTHORN H



**IS and Markers**  
 30" lg. precast monument with a cross cast in top,  
 and flush with finish grade.  
 6" lg. with a  
 cap having a cut "X" in top, set vertically & flush  
 phalt surface course and set over a 3/8" dia. x 24" long steel pin  
 sers (Min. 5/8" dia., 30" lg.) to be set vertically at all  
 s & intersecting lines.

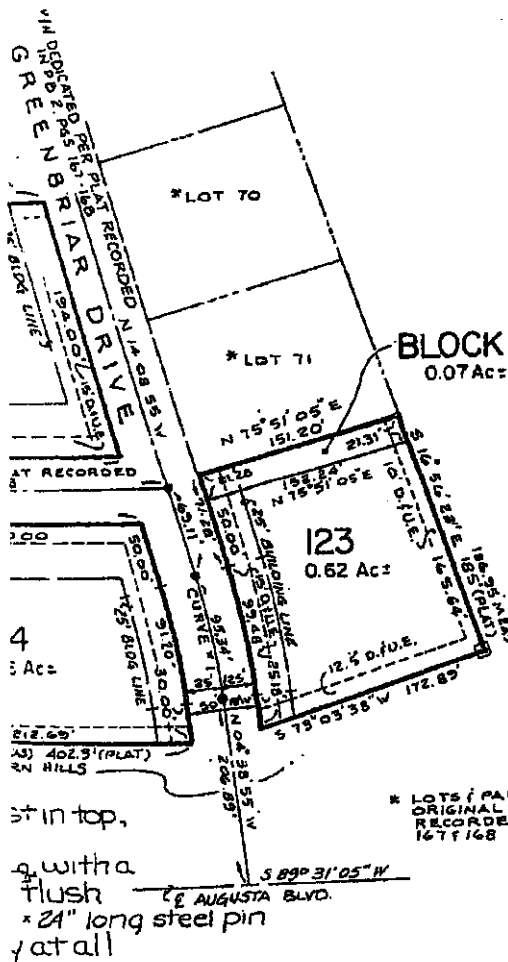
RESIDENT OF PAUL I. CRIBE, INC.

\* LOTS & PARTS  
 ORIGINAL PLA  
 RECORDED IN  
 147 F 168

9.54990°
76.3943°
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RE-PLAT OF LOTS 24 THRU 28,  
45 THRU 53, 72 & PARTS OF LOTS  
29, 30, 32 THRU 35 & 73 OF :

# "HAWTHORN HILLS"



85 77

RECEIVED FOR RECORD  
AT 3:00 O'CLOCK P.M.

JAN 2 1965  
BOOK 11 PAGE 131-133  
*Wiley H. Clark*  
RECORDER HAMILTON COUNTY, INDIANA

DULY ENTERED FOR TAXATION

200 January 1965  
*Polly Pearce* Auditor  
Hamilton County

\* LOTS / PARTS OF LOTS AS TAKEN FROM  
ORIGINAL PLAT OF "HAWTHORN HILLS",  
RECORDED IN PLAT BOOK 2, PAGES  
167-168

200100027892  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
05-15-2001 08:20 am.  
DEC COV RES 28.00

12/10/01  
(10)

**SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
FOR FIRST REPLAT OF A PART OF  
HAWTHORNE HILLS SUBDIVISION**

This Declaration, made this 23 day of November, 2000, by (amended per requirements voted and approved by majority of the homeowners, cross reference Book 169 page 819) Hawthorne Hills Homeowners Association (hereinafter referred to as "the Association").

WITNESSETH:

WHEREAS, the homeowners are the owners of certain land described in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Real Estate"), and

WHEREAS, the Real Estate, together with certain other contiguous real estate, was platted in 1959 as a subdivision commonly known as the Hawthorne Hills Subdivision, the plat of which was recorded on October 14, 1959, as Instrument No. 5494, Book 2, page 167, in the Office of the Recorder of Hamilton County, Indiana, and

WHEREAS, the above referenced plat contains various restrictions which run with the platted land, and

WHEREAS, the Association desires to modify mutual and beneficial restrictions on the Real Estate pursuant to a general plan or scheme of improvement for the benefit of the lots and lands in the Real Estate and the future owners thereof.

NOW, THEREFORE, the Association hereby declares that all of the platted lots and land located within the Real Estate as described in Exhibit A hereto are hereby held and shall be held, conveyed, hypothecated or encumbered, leased, used, occupied, and improved subject to the existing plat restrictions for the Hawthorne Hills Subdivision as recorded in 1959 and referred to herein (a copy of said plat restrictions is set forth in Exhibit B which is attached to, fully incorporated herein, and made a part hereof), and the Real Estate is further subject to the following supplemental restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of lots and land in the Real Estate and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate and of each of said lots situated herein. All of the Supplemental Restrictions contained herein shall run with the land



and shall be binding upon the parties having or acquiring any right, title, interest, legal or equitable, in and to the Real Estate or any part or parts thereof, subject to said Supplemental Restrictions and shall inure to the benefit of the current owners of and every one of the owner's successors in title to the Real Estate.

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

A. "Committee" shall mean the Hawthorne Hills Development Control Committee composed of three members appointed by the Association who shall be subject to removal by the Association at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Association. The Association may, at its sole discretion at any time hereafter, relinquish to any group or organization the power to appoint and remove one or more members of the committee.

B. "Lot" shall mean any parcel of residential real estate described by one of the replats of the real estate which is recorded in the Office of the Recorder of Hamilton 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 Association, by the President or a Vice President thereof.

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

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot within the Real Estate 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 unless approved by the Association, 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 temporary structure which may be constructed upon a residential lot under these Supplemental 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 Association and such decision shall be binding on all parties.

D. Subdivision of Lots. No lot within the Real Estate shall be divided or subdivided in order to provide for an addition lot or lots.

E. Other Restrictions. All lots within the Real Estate shall be subject to the easements, restrictions and limitations of record as set forth in the Plat of the Hawthorne Hills Subdivision, recorded on October 14, 1959, as Instrument No. 5494, Book 2, page 167 in the Office of the Recorder of Hamilton County, Indiana. A copy of said Plat Restrictions is hereby incorporated by reference and set forth in Exhibit B hereto. Nothing contained in these Supplemental Restrictions shall be construed or interpreted to negate the existing restrictions referred to herein and set forth in Exhibit B hereto.

### 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 Real Estate, as referred to in Exhibit B, exclusive of porches, terraces, garages, carports, accessory buildings, or basements shall be eighteen hundred (1,800) square feet as opposed to 1,500 square feet.

B. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Real Estate, any fence must be approved by the Association as to size, location, height and composition before it may be installed.

C. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Real Estate shall be of material other than tar paper, rollbrick siding or any other similar material.

D. Heating Plants. Every house in the Real Estate 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.

E. Diligence in Construction. Every building whose construction or placement on any residential lot in the Real Estate 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.

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

G. Maintenance of Lots and Improvements. The Owner of any lot in the Real Estate 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 Real Estate.

(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.

H. Yard Lights. The Owner of every lot in the Real Estate shall install a front yard light on his lot at the time that a home is constructed on the lot. The type of light and location of the light is subject to approval by the Association.

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

J. Prohibition on Removal of Trees. No tree of a diameter in excess of six inches shall be removed by any owner of any lot in the Real Estate without the prior consent of the Association. At the time of the submission by each owner of the plans of the proposed residential structure to the Association in accordance with the provisions of paragraph 6 of these Supplemental Restrictions, each such owner shall indicate upon the plot plan to be submitted at such time the location and size of all trees proposed to be removed as a result of such construction. The removal of such trees must be approved by the Association.

#### 4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisances. No outside toilets shall be permitted on any lot in the Real Estate (except during a period of construction and then only with the consent of the Association). By purchase of a lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Association 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 Association, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

B. Septic Systems. Each lot owner shall be required to install a septic system as approved by the Hamilton County Health Department. This system together with a finger system, and peripheral subsurface drain tile, shall be installed in strict compliance with the following procedure.

(i) The lot owner shall submit to the Association detailed plans and specifications to include the following items. These plans and specifications shall be submitted at the same time that house plans are submitted pursuant to paragraph 6 of these Restrictions.

(aa) Location of septic system.

(bb) Location of the finger system (which is to be located in the immediate area of a certified percolation test).

(cc) Location of water well.

(dd) Location of peripheral subsurface drain tile. The peripheral subsurface drain tile shall abut the finger system.

(ee) Direction of surface water flowage on the lot.

(ff) Details of construction

(ii) The lot owner will specify the contractor who is to install the sewage system, finger system and peripheral subsurface drain tile. The contractor is to be bonded, experienced and competent in these types of installations.

(iii) The septic system, finger system and peripheral subsurface drain tile are to be installed in accordance with approved plans and specifications as provided herein and these installations shall be left uncovered for inspection by a registered engineer approved by the Association.

## 5. GENERAL PROHIBITIONS.

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

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structure in the Real Estate without the prior written approval of the Association.

C. Animals. No animals shall be kept or maintained on any lot in the Real Estate 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 Real Estate 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. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Real Estate 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 Real Estate at any time, except at the times when refuse collections are being made.

F. Model Homes. No Owner of any lot in the Real Estate 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 Association.

**G. 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 Association for camping purposes, and then only subject to such rules as may be adopted by the Association for the use of camping areas.

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

#### **6. APPROVAL OF PLANS BY THE ASSOCIATION.**

(i) **Generally.** No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Real Estate without the prior approval of the Association. Such approval shall be obtained only after written application has been made to the Association by the Owner of the lot requesting authorization from the Association. Such written application shall be in the manner and form prescribed from time to time by the Association, 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 Association 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 Association 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 Supplemental Restrictions or the plat restrictions as shown in Exhibit B hereto.

(bb) The design or color schemes 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 Association, be contrary to the interests, welfare or rights of all or any of the other Owners.

(iii) **Power to Grant Variances.** The Association may allow reasonable variances or adjustments of these Supplemental 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 Supplemental Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Real Estate.

B. Duties of Association. 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, it shall specify the reason or reasons.

C. Liabilities of Association. Neither the Association 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 Association may inspect work being performed with its permission to assure compliance with these Supplemental Restrictions and applicable regulations.

## 7. REMEDIES

A. In General. Any party to whose benefit these Supplemental Restrictions inure, including the Association, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Supplemental Restrictions, but the Association 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 Supplemental 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 Supplemental 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 Supplemental Restrictions.

## 8. EFFECT OF BECOMING AN OWNER.

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

## 9. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of these Supplemental Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction any provision of these Supplemental 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, 2010, 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 Real Estate.

11. SEVERABILITY.

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

Therefore, if any of these Supplemental 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 these Supplemental Restrictions.

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

HAWTHORNE HILLS HOMEOWNERS ASSOCIATION

ATTEST:

By Clay Patrick Meredith  
Clay Patrick Meredith, President

Susan S. Borrer  
Susan Borrer, Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Clay Patrick Meredith and Susan Borrer, the President and Secretary respectively of Hawthorn Hills Homeowners Association, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of Hawthorne Hills Homeowners Association.

Witness my hand and Notarial Seal this 23rd day of November, 2000.

Marietta C. Hilscher  
Notary Public  
MARIETTA C. HILSCHER

My Commission Expires 10-30-01  
My County of Residence Is Madison  
This instrument prepared by Clay Patrick Meredith



## EXHIBIT A

Lots and part of lots in Hawthorn Hills, the plat of which was recorded October 14, 1959, in Plat Book 2 on pages 167 and 168 in the Office of the Recorder of Hamilton County, Indiana which said plat lies in the Southeast Quarter of Section 5, Township 17 North, Range 5 East in Hamilton County, Indiana, more particularly described as follows:

Lots 1, 5 through 9, 13 through 16, 19 through 23 and 74 through 76 in said Hawthorn Hills. Also, part of Lots 2 and 10 in said Hawthorn Hills more particularly described as follows:

Beginning at the Northeast corner of said Lot 10; thence along the East line of said Lot 10 and said Lot 2 South 00 degrees 00 minutes 18 seconds East 325.70 feet to the Southeast corner of said Lot 2; thence along the South line of said Lot 2 South 89 degrees 31 minutes 05 seconds West 70.00 feet; thence parallel with the East line of said Lots 2 and 10 North 00 degrees 00 minutes 18 seconds West 325.70 feet to a point on the North line of said Lot 10 which bears South 89 degrees 31 minutes 05 seconds West 70.00 feet from the point of beginning; thence along the North line of said Lot 10 North 89 degrees 31 minutes 05 seconds East 70.00 feet to the Point of Beginning, containing 22,800 square feet, more or less.

Also, part of Lots 4 and 12 in said Hawthorn Hills more particularly described as follows: Beginning at the Northwest corner of said Lot 12 thence along the North line thereof North 89 degrees 31 minutes 05 seconds East 105.00 feet; thence parallel with the East line of said Lot 12 and said Lot 4 South 00 degrees 00 minutes 18 seconds East 325.70 feet to a point on the South line of said Lot 4; thence along the South line of said Lot 4 South 89 degrees 31 minutes 05 seconds West 105.00 feet to the Southwest corner of said Lot 4; thence along the West line of said Lot 4 and said Lot 12 North 00 degrees 00 minutes 18 seconds West 325.70 feet to the Point of Beginning, containing 34,200 square feet, more or less.

Also, part of Lot 18 in said Hawthorn Hills more particularly described as follows: Beginning at the common Northerly corner of said Lot 18 and said Lot 19; thence along the common lot line thereof South 25 degrees 54 minutes 33 seconds East 147.73 feet (measured) 154 feet (Plat) to the common Southerly corner of said lots; thence crossing through said Lot 18 North 57 degrees 40 minutes 18 seconds West 252.12 feet to a point on the Northerly line of said Lot 18; thence along the Northerly line of said Lot 18 South 89 degrees 15 minutes 00 seconds East 148.50 feet to the Point of Beginning, containing 9,803 square feet, more or less.

Also, part of Lot 73 in said Hawthorn Hills more particularly described as follows: Beginning at the common Westerly corner of said Lot 73 and Lot 74; thence along the Westerly line of said Lot 73 North 04 degrees 38 minutes 55 second West 48.46 feet; thence North 73 degrees 03 minutes 38 minutes East 172.89 feet to a point on the Easterly line of said Lot 73 which bears North 16 degrees 56 minutes 23 seconds West 70.00 feet from the Southeast corner of said Lot 73; thence along the Easterly line of said Lot 73 South 16 degrees 56 minutes 23 seconds East 70.00 feet from the Southeast corner of said Lot 73; thence along the Easterly line of said Lot 73 South 16 degrees 56 minutes 23 seconds East 70.00 feet to said Southeast corner of Lot 73; thence along the Southerly line of said Lot 73 South 80 degrees 06 minutes 25 seconds West 184.60 feet (measured) 190 feet (Plat) to the Point of Beginning, containing 10,506 square feet, more or less.



## EXHIBIT B

There are strips of ground normally 5 feet in width, except those along the West and North limits of the area which are 10 feet in width, shown on the within plat marked "Utility Easements" which are hereby reserved for use by Public Utilities for the installation and maintenance of utility structures, subject to civil authority. No permanent or other structure shall be erected or maintained on said strips. The owners of lots in this addition shall take title subject to the rights of the public utilities and to those of owners of lots in this addition to said easements herein granted for ingress and egress in, along, across, and through the strips of ground so reserved.

All lots shall be residential lots, on which only one single family dwelling with garages and accessory buildings of capacity and useage, normal thereto, may be erected.

No structure other than fences not exceeding 3 feet 6 inches in height, or attached open porches, shall be erected nearer to the front lot line than the building line shown in the plat, and no building shall be nearer to the side lot line than 15% of the lot width or 15 feet, whichever is lesser, subject, however, to all zoning ordinances.

No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.

No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

No trailer, tent, basement, shack, garage, barn or other outbuildings erected on any lot or parcel herein shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No private sewage disposal method shall be employed or maintained, except that a sanitary septic tank and adequate absorption bed of type and construction approved in writing by the Indiana State Board of Health, may be used until such time as a sanitary sewer system is available.

Until an approved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficiency of supply, and purity is approved by Indiana Board of Health.

No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1500 square feet in the case of one story structures, nor not less than 1200 square feet in the case of one and one-half, two, or two and one-half story structures. The ground floor area shall be the floor area which has an elevation nearest to the elevation of the highway in front of the dwelling.