

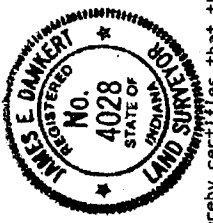
Masthead (Same ccr as Geist Harbor)

I, the undersigned, hereby certify that to the best of my professional knowledge and belief the within plat accurately represents a survey performed under my supervision of part of the East Half of the Northeast Quarter of Section 9, Township 17 North, Range 5 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of said Section 9; thence along the East line thereof South 00 degrees 16 minutes 53 seconds West 1054.06 feet; thence South 72 degrees 12 minutes 05 seconds West 115.00 feet; thence North 43 degrees 57 minutes 55 seconds West 257.58 feet to a point on a curve having a radius of 245.00 feet, the radius point of which bears North 45 degrees 57 minutes 55 seconds West; thence Southwesterly along said curve 26.26 feet to a point which bears South 37 degrees 49 minutes 25 seconds East from said radius point; thence North 37 degrees 49 minutes 25 seconds West 173.00 feet; thence North 75 degrees 58 minutes 20 seconds West 525.82 feet; thence North 00 degrees 01 minutes 14 seconds East 15.65 feet; thence North 82 degrees 30 minutes 53 seconds West 221.75 feet to a point which bears South 89 degrees 58 minutes 46 seconds East 199.14 feet from a point on the West line of said East Half; thence North 89 degrees 58 minutes 46 seconds West 199.14 feet to said point on the West line of said East Half; thence along said West line North 00 degrees 01 minutes 14 seconds East 599.97 feet to the Northwest corner of the East Half of said Northeast Quarter Section; thence along the North line thereof North 89 degrees 28 minutes 38 seconds East 1348.40 feet to the Point of Beginning, containing 23.55 acres, more or less.

This subdivision consists of 45 lots numbered 473 thru 517 inclusive. The size of lots and width of the streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 5th day of August, 1987.



[Signature]
 JAMES E. DANKERT, R.L.S. #4028

The undersigned, IWC Resources Corporation, being the owner of record of the above described real estate hereby certifies that they do lay off, plat and subdivide the same into lots, blocks and streets in accordance with this plat and certificate.

This subdivision shall be known and designated as "MASTHEAD - SECTION FIFTEEN".

All streets shown and not heretofore dedicated, are hereby dedicated to the public for its use.

1. EASEMENTS FOR DRAINAGE, SEWERS AND UTILITIES:

Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination of the three, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental 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 drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his 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 governmental authority having jurisdiction over drainage or by the developer of the subdivision.

B. **SEWER EASEMENTS (S.E.)** - are created for the use of the local governmental agency having jurisdiction over the storm and/or sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.

C. **UTILITY EASEMENTS (U.E.)** - are created for the use of public utility companies and cable TV's, not including transportation companies for the

THE LOT OWNER TO MAINTAIN THE DRAINAGE ACROSS HIS 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 GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER DRAINAGE OR BY THE DEVELOPER OF THE SUBDIVISION.

- B. **SEWER EASEMENTS (S.E.)** - are created for the use of the local governmental agency having jurisdiction over the storm and/or sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
 - C. **UTILITY EASEMENTS (U.E.)** - are created for the use of public utility companies and cable TV's, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
 - D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.
2. **DWELLING SIZE AND USE:**
All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Zoning Ordinance of Noblesville, Hamilton County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height and residential accessory buildings. Any garage, or accessory building erected shall be of a residential type of construction and shall conform to the general architecture and appearance of such residence. The minimum square footage of living space of dwellings constructed on all residential lots shall be 1800 square feet for single floor residence and 2200 square feet for two story or multi-story residence with the ground floor having a minimum of 1100 square feet, exclusive of porches, terraces, garages, carports, accessory buildings and basements.
3. Accessory buildings shall not exceed 35% of the total floor area of the residence, excluding basement, unless the basement is a walkout and is in a finish condition for living purposes.

RECEIVED FOR RECORD
AT 3:22 P.M. O'CLOCK P.M.
AUG 21 1987
BOOK 14 PAGE 166
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RECORDED & RETURNED TO THE OFFICE OF THE CLERK OF SUPERIOR COURT IN INDIANA

4. **FRONT YARD LIGHTS:**

A front yard light shall be installed and maintained on each lot in this subdivision by the respective owners thereof. Prior to the installation of said front yard light, drawings, diagrams and any other documents requested by the Development Control Committee (as defined in the Declaration Restrictions) shall be submitted to the said Committee for its approval. Such approval shall include design, color, location, height, tree preservation and overall characteristics of the lot and the subdivision.

5. **ACCESS:**

There shall be no direct driveway access to Geist Road nor to 106th Street by the Owners of the lots abutting said streets. As noted on the plat, there is a five foot non-access easement.

6. **FENCES:**

No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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. No trees shall be permitted to remain within said distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. **RESIDENTIAL SETBACK REQUIREMENTS:**

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

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

C. Front Yards - The front building setback lines (FBSL) shall be all as set forth upon this plat of the Development.

D. Cul-De-Sacs - If the particular lot abuts on a cul-de-sac, the front building setback line shall be shown on the plat of that lot.

E. Side Yards - The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided, however, no side yard shall be less than nine (9) feet from the side line of the lot.

F. Rear Yards - Rear setback lines shall be at least twenty (20) feet from the rear lot line excepting in the case of water frontage lot setbacks be twenty (20) feet or the horizontal location of the ridge which lies at 788.4 feet above mean sea level (with the exception of boat houses approved by the Development Control Committee), whichever is greater; provided, however, that Indiana Department of Natural Resources may authorize an encroachment upon lands below 788.4 feet above mean sea level because of unusual topographic conditions.

8.

100 YEAR FLOOD ELEVATION AND FLOOD PROTECTION GRADE (Minimum Building Elevation)
A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and the water line of the reservoir in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources ("IDNR"). Further, no habitable building except boat houses shall be built on any lot in this addition which violates the 791.40 feet above mean sea level "Flood Protection Grade" (FPG) as established by the rules and regulations of the "IDNR". Flood Protection Grade (FPG) is defined and means the elevation of the lowest point around the perimeter of a building at which flood waters may enter the interior of the building (IDNR Rule FPM 1, filed March 18, 1974).

9. **DEVELOPMENT CONTROL COMMITTEE:**

Prior to application for Improvement Location Permit from the Department of Planning and Development of the City of Noblesville for the construction of a residence or other structure, site plans and buildings plans shall be approved in writing by the Development Control Committee as defined in the Declaration Restrictions. Such approval shall include building design, color and location, private drives, tree preservation, and proposed landscaping.

A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and the water line of the reservoir in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources ("IDNR"). Further, no habitable building except boat houses shall be built on any lot in this addition which violates the 791.40 feet above mean sea level "Flood Protection Grade" (FPG) as established by the rules and regulations of the "IDNR". Flood Protection Grade (FPG) is defined and means the elevation of the lowest point around the perimeter of a building at which flood waters may enter the interior of the building (IDNR Rule FPM 1, filed March 18, 1974).

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10. **CONTROLLING DOCUMENTATION:**

The restrictions contained in the plat are an implementation of the Declaration of Restrictions of Geist Harbours, recorded as Instrument #3822 in Book 159, pages 504 thru 519 in the Office of the Recorder of Hamilton County, Indiana. In the event of a discrepancy between these Plat Restrictions and the Declarations, then the Declaration shall control. Corrected by Correction Certificate recorded February 22, 1983 as Instrument 83-1863 in Misc. Record 173, page 453 in said Recorder's Office.

11. **DURATION:**

These covenants are to run with the land, and shall be binding to all parties and all persons claiming under them until January 1, 2072, 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 the then owners of a majority of the numbered lots in the development.

12. **ENFORCEMENT:**

The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Control Committee, the owners of the lots in the subdivision, their heirs, successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Control Committee, any owner or owners, by or through violation or attempted violation. The right of enforcement of the covenants is hereby also granted to the Noblesville Department of Planning and Development, its successors or assigns.

13. The purchaser of a lot in this Section shall acquire said lot subject to all terms, provisions, conditions and assessments as required by and set forth in a certain Sewer Service Agreement between The Shorewood Corporation and the City of Indianapolis recorded on August 27, 1981, as Instrument No. 81-54926 in the Office of the Recorder of Marion County, Indiana and recorded August 26, 1981, as Instrument No. 26699, Book 166, pages 408 thru 416 in the Office of the Recorder of Hamilton County, Indiana.

RECEIVED FOR RECORD
AT 3:22 O'CLOCK P. M.

AUG 21 1987

BOOK 147 PAGES 66-7
James E. Dankeert
RECORDER HAMILTON COUNTY INDIANA

MASTHEAD -
SECTION FIFTEEN
SHEET 3 of 4

THIS INSTRUMENT PREPARED BY JAMES E. DANKEERT, PRESIDENT OF PAUL I. CRUPE, INC.

#55391-00200

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Personally appeared before me the undersigned, a Notary Public, in and for said County and State, IWC Resources Corporation, by Dale B. Luther, President, and Joe W. Jordan, 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.

Witness my hand and seal this 5th day of August, 1987.

My Commission Expires:

4-17-90

County of Residence:

Marion

Jane G. Ryan, Notary Public



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 August, 1987.

Bill Henderson
Bill Henderson, President

Bob Goldberg
Bob Goldberg, Member

Joe Koudabush
Joe Koudabush, Member

Patty Pearce
Patty Pearce, Auditor

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, 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 2/3rd day of May, 1987.

NOBLESVILLE CITY PLAN COMMISSION

Dated this 5th day of August, 1987.

IWC RESOURCES CORPORATION

By Dale B. Luther
Dale B. Luther, President

By Joe W. Jordan
Joe W. Jordan, Secretary

I, TIM R. STEVENS, DIRECTOR OF PLANNING AND ZONING FOR THE CITY OF NOBLESVILLE, HEREBY CERTIFY THAT THE APPLICATION FOR APPROVAL OF THIS PLAT MEETS ALL THE MINIMUM REQUIREMENTS SET FORTH IN THE MASTER PLAN OF NOBLESVILLE, INDIANA AND SUCH OTHER APPLICABLE REQUIREMENTS CONTAINED IN THE CODE OF ORDINANCE OF THE CITY OF NOBLESVILLE, DECEMBER 11, 1961, AS AMENDED.

Tim R. Stevens
Tim R. Stevens
Director of Planning and Development
Date 18 August 1987

Ed Goddy
Ed Goddy, Member

Polly Pearce
Polly Pearce, Auditor

Tim R. Stevens
Director of Planning and Development

10 AUGUST 1987
Date

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, 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 21ST day of May, 1987.

NOBLESVILLE CITY PLAN COMMISSION

Karen Holsten
President

[Signature]
Secretary

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AT 3:28 O'CLOCK P M
AUG 21 1987
BOOK 14 PAGE 68
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RECORDING & INSTRUMENTS DIVISION

MASTHEAD
SECTION FIFTEEN
SHEET 4 of 4

THIS INSTRUMENT PREPARED BY JAMES E. DANFERT, PRESIDENT OF PAUL J. CRIFE, INC.

63399-00100

For Masthead See 16-A
See Instr # 9115955

For Release + Restrictions
See Misc 187 Pages 223-224

Release of Restrictions 3822
See Misc Bk 163
DECLARATION OF RESTRICTIONS
OF
GEIST HARBOURS

BOOK 159 PAGE 504

Pages 80-85
Recorded 12-4-80

THIS DECLARATION made this 13th day of December, 1979, by The Shorewood Corporation, an Indiana corporation (hereinafter referred to as the "Developer"),

WITNESSETH: 9931569

This Instrument Recorded Dec 18 1979

MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

WHEREAS, the Developer is the owner of the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will be subdivided. Further, Developer is the owner or may become the owner of all lands illustrated by map as Exhibit B, attached hereto and made a part hereof, which lands may be automatically incorporated in this Declaration of Restrictions and may be more particularly described on the plats of the various sections when recorded in the offices of the Recorder of Marion County or Hamilton County, Indiana (all of which are hereinafter referred to as the "Development"); and,

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

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

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

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

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

For Release of Restrictions
See Misc Bk 170 page 434
Recorded - 8-9-82

For Release of Restrictions
See Book 174 Pages 177-179
Recorded 4-21-83

For Correction Certificate
See Bk. 173 Page 453
Recorded 2-22-83

See Book 184 page 613
For Release + Restrictions
Recorded 9-20-85

For partial assignment see # 902393
1-31-91

Gen. Evaluation by Gene - Inst 9114077 - Rec 6-11-71

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

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

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

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or maintained to remain upon any of said residential lots except a single family dwelling house and such outbuildings as are usually accessory to a single family dwelling house.

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

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

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

In addition to individual site plan restrictions and tree preservation administered by the Development Control Committee, platted building lines, minimum distances between buildings and minimum front and rear building lines shall be established on each plat. Since the entire perimeter is heavily wooded, additional ornamental plantings or other landscape devices should be minimal with primary emphasis being placed

upon preservation of natural amenities and enforced by the Development Control Committee as hereinbefore stated. Certain coves, inlets and unbuildable valleys shall be preserved in their natural state and designated "undisturbed areas" on the various plats of the Development.

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

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

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record between the Indianapolis Water Company and the Developer, recorded as Instrument No. 70-46984 in the office of the Recorder of Marion County, Indiana and Instrument No. 4861, Book 121, recorded in the office of the Recorder of Hamilton County, Indiana, and also to all governmental zoning authority and regulation affecting the development, all of which are incorporated herein by reference.

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

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

D. Residential Size and Set-Back Requirements.

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

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

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

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

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

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

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

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

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

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

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

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

J. Developer's and Association's Right to Perform Certain Maintenance.

In the event that any owner of a lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer and the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefore to the Developer or the Association shall be collected in any reasonable manner from the owner. Neither the Developer nor the Association or any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Powers of enforcement of such lien shall be under the same terms and conditions of enforcement of liens as set forth in Paragraph 8, sub-paragraph B under Use Of The Reservoir, following.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

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

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

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

5. GENERAL PROHIBITIONS.

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

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

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

D. Vehicle Parking. No trucks, campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or lot in the Development, unless the same shall be screened in such a manner that it is not visible

to the occupants of the other lots in the Development, the users of any street in the Development, or to persons upon Geist Reservoir. A determination of what constitutes adequate screening shall be the determination of the Committee and shall be illustrated on the plot plan showing improvements to be placed on the lot.

E. Garbage, Trash and Other Refuse. No owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

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

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

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot, except upon lands specifically designated by the Developer for camping purposes, and then only subject to such rules as may be adopted by the Developer for the use of camping areas.

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

- (i) All docks must be floating and secured to avoid release by flood waters.
- (ii) There shall be no covered boat docks.
- (iii) All docks shall be white, gray, blue or natural in color.
- (iv) Anchoring devices must be hidden.
- (v) Plans for all boat docks must be submitted to the Development Control Committee for approval before installation is made.
- (vi) There shall be no individual launch sites or ramps constructed on any residential lot.
- (vii) Any boathouse constructed upon a lot may not protrude into the Reservoir, but must be constructed and excavated back into the lot. The plans for any boathouse must be approved by the Committee.
- (viii) In all instances of the above recited installations such construction shall conform to the requirements of the Indiana Department of Natural Resources and the Indianapolis Department of Public Works.

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

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

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

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

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

6. GEIST HARBOUR DEVELOPMENT CONTROL COMMITTEE.

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

(i) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require. There shall also be submitted, where applicable, the permits or reports required under paragraph 3 of these Restrictions.

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

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

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

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

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

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

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

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

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

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

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

A. All operation of boats upon Geist Reservoir is pursuant to a license that shall be exercised in accordance with the limitations made by the joint committee of the Developer and the Indianapolis Water Company made according to the procedures set out in the License Agreement recorded as Instrument No. 70-46985, in the office of the Recorder of Marion County, Indiana, and Instrument No. 4863, Book 121, as recorded in the office of Recorder of Hamilton County, Indiana. That committee shall have the power to assess fines for the violation of any limitations on boat traffic on Geist Reservoir in accordance with the schedule of fines promulgated by it, and which shall become a charge upon the lot owner by the person against whom the fine is assessed.

B. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 10% per annum until paid in full. If in the opinion of the Developer, such charge has remained due and payable for an unreasonably long period of time, the Developer may, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any Court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorney's fees, incurred by the Developer in collecting the same. Every owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Developer all fines that shall be made pursuant to this paragraph 8 of the Restrictions.

9. REMEDIES.

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

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

10. GEIST HARBOURS

A. In General.

BOOK 159 PAGE 513

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

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

B. Purposes of the Association.

(i) The general purpose of the Association is to create a legal entity responsible for providing a security service for the Development and any other services that the Board of Directors of the Association may deem appropriate for the general benefit of the Development.

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

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

C. Power of Association to Levy and Collect Charges and Impose Liens.

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the Development. Such charge shall be at least \$120.00 per year for each residential lot in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than \$120.00. No charge shall ever be levied by the Association against the Developer or any corporation that may be created to acquire title to and operate utilities serving the Development.

(ii) Every such charge shall be paid in advance by the members of the Association before the first day of March of the year for which the charge is made. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of February of each year, and written notice of the charge so fixed shall be sent to each member. Assessments shall be payable on closing and delivery of the deed. Payments shall be prorated from date of closing until the following March 1st and thereafter payable annually.

(iii) Any charge levied or assessed against any lot, together with interest and other charges and costs hereinafter provided, shall become and remain a lien upon that lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the Owner or Owners of the lot at the time the charge fell due. Such charge shall bear interest at the rate of one per cent (1%) per month until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay the expense or costs, including attorney's fees, incurred by the Association in collecting the same. Every owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a lot in the Development is hereby notified that by the act of acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to these Restrictions.

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

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

E. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the services to be provided by the Association together with the right to use the facilities of the Association, of any member or associate member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions owed by the member

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

11. TITLES.

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

12. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2069, at which time said covenants and restrictions shall be automatically extended for successive period of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development, or Indianapolis Water Company with regard to its Geist Reservoir.

13. SEVERABILITY.

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

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

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 13th day of December, 1979.

THE SHOREWOOD CORPORATION

By: Stanley E. Hunt
Stanley E. Hunt President

ATTEST:

Philip W. Glinger
Philip W. Glinger Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

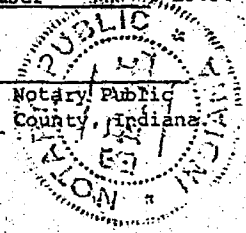
Before me, a Notary Public in and for said County and State, personally appeared The Shorewood Corporation, by its President and Secretary, respectively, who, for and in behalf of said corporation, acknowledged the execution of the foregoing Declaration of Restrictions of Geist Harbours.

Subscribed and sworn to before me this 13th day of December 1979.

My commission expires:

May 30, 1980

Cheri L. Graf
Cheri L. Graf
Residing in Hamilton



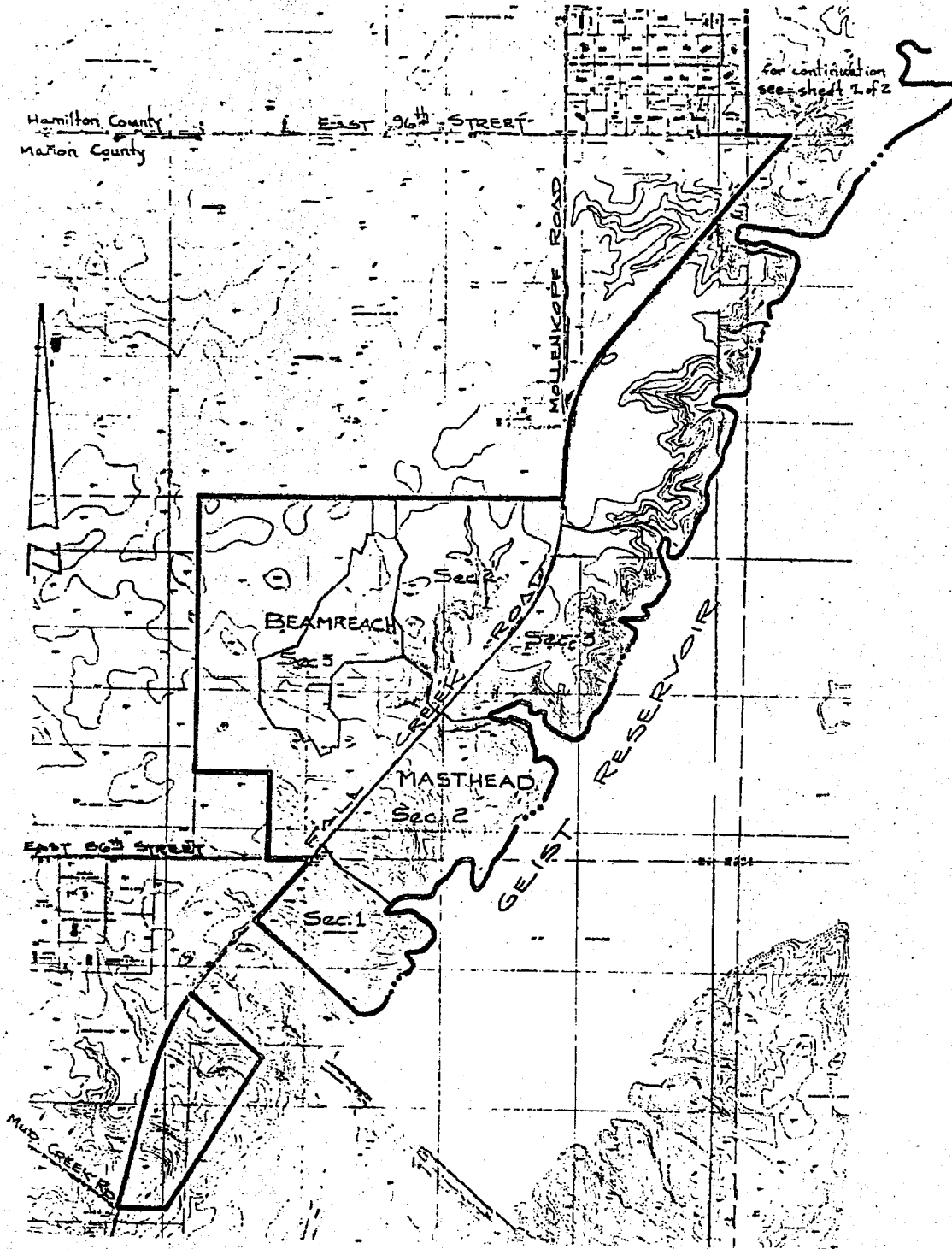
This instrument prepared by:
William F. LeMond, Atty.
600 Union Federal Building
Indianapolis, Indiana 46204
(317) 635-4500

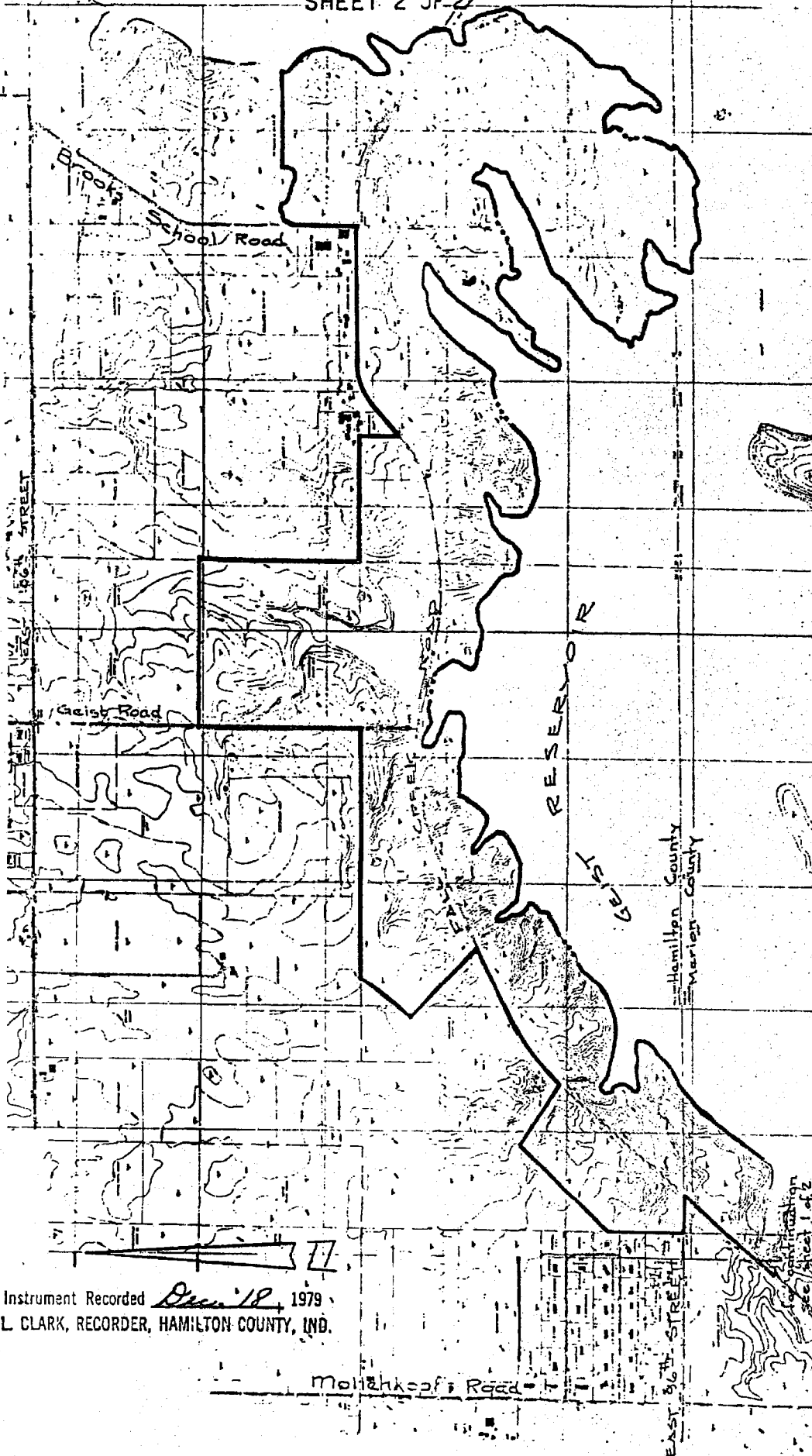
RECEIVED
FOR RECORD
DEC 18 9 21 AM '79
MARY L. CLARK
RECORDER
HAMILTON CO., IND.

EXHIBIT B
SHEET 1 OF 1

BOOK 159 PAGE 517

(Lands in Marion County, Indiana and Hamilton County, Indiana designated by heavy black line consisting of approximately 268 acres in Marion County and 362 acres in Hamilton County, subject to automatic incorporation into the Geist Harbours Property Owners Association, Inc. pursuant to Declaration of Restrictions recorded in the Marion County and Hamilton County, Recorder's Offices as Instrument # 3322 and Miscellaneous Record # _____, Book 159, pages 504-518, respectively.)



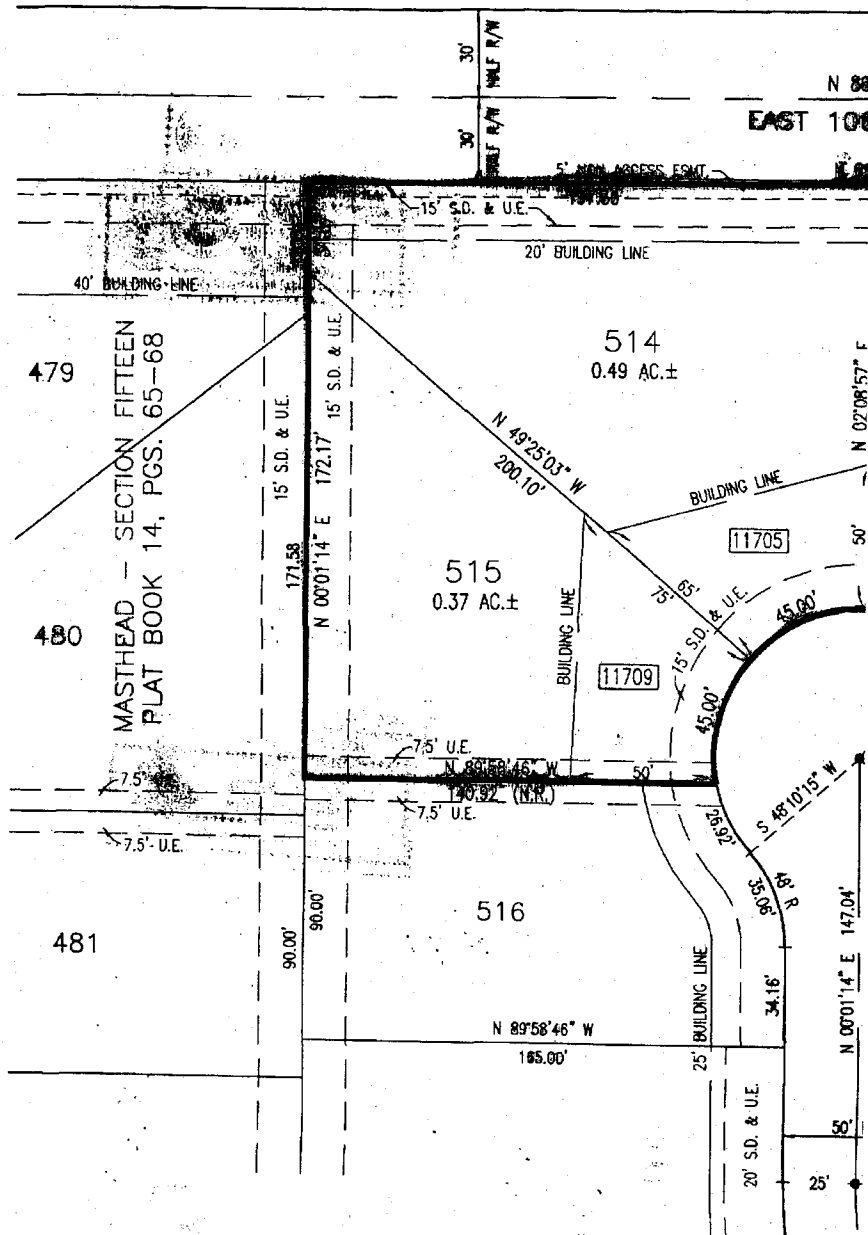


This Instrument Recorded Dec 18 1979
 MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

Continuation
 of sheet 1 of 2

200400064821
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 JENNIFER J HAYDEN
 09-16-2004 At 09:48 a.m.
 PLAT 25.00

REPLAT OF LOTS IN MASTHEAD-



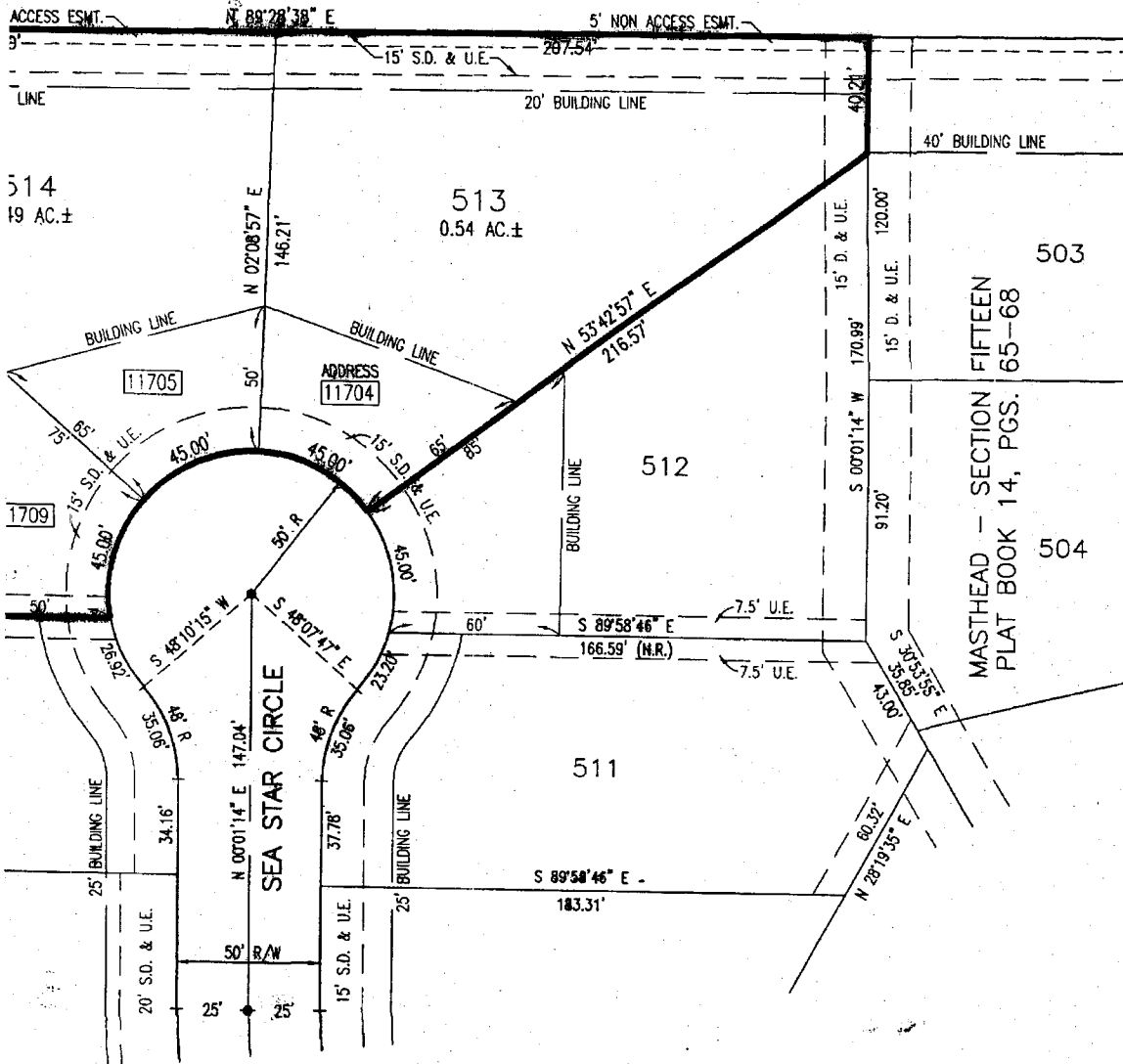
LEGEND

- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- D. & U.E. = DRAINAGE AND UTILITY EASEMENT
- S.D. & U.E. = SEWER DRAINAGE AND UTILITY EASEMENT
- B.L. = BUILDING SETBACK LINE
- N.R. = NON-RADIAL

N 89°28'38" E

N. LINE, E. 1/2, N.E. 1/4, SEC. 9-T17N-R5E

EAST 106TH STREET



514
19 AC.±

513
0.54 AC.±

503

512

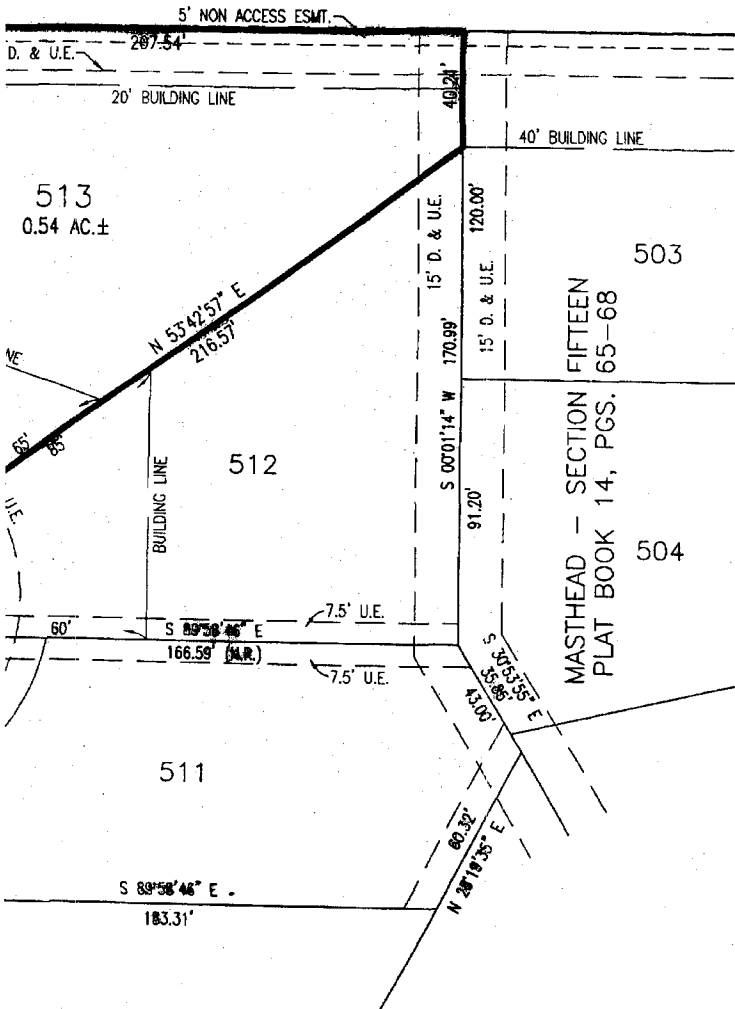
504

511

MASTHEAD - SECTION FIFTEEN
PLAT BOOK 14, PGS. 65-68

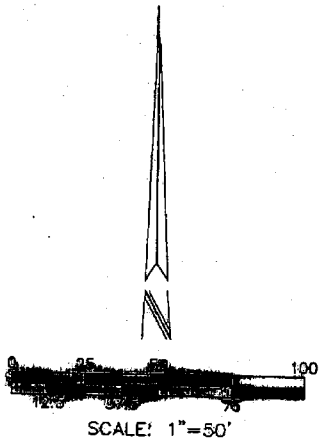
DULY ENTERED FOR TAXATION
 Subject to final acceptance transfer
 16th day of Sept. 2004
 Robin Miller Auditor Hamilton County

N. LINE, E. 1/2, N.E. 1/4, SEC. 9-T17N-R5E



MASTHEAD - SECTION FIFTEEN
PLAT BOOK 14, PGS. 65-68

DULY EXAMINED FOR TAXATION
 Subject to final acceptance transfer
 1st day of Sept, 2002
 Brian M. Miller, Auditor, Hamilton County



SCALE: 1"=50'

SURVEYOR:
 Paul I. Cripe, Inc.
 7172 Graham Rd.
 Indianapolis, IN 46250
 (317) 842-6777

SHEET 1 OF 2

The undersigned, Timothy E. Dwyer and Sherry E. Dwyer, husband and wife; Mark Ryan and Nicki Ryan, husband and wife; and Patrick A. Workman and Deborah K. Workman, husband and wife, being the owners of record of Lots 513, 514 and 515, respectively, do hereby certify that they do lay off, replat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be known and designated as:
REPLAT OF LOTS 513, 514 AND 515 IN MASTHEAD - SECTION FIFTEEN.

The sole purpose of this replat is to modify the previously platted building setback line along 106th Street. There are no changes to the lot lines or lot areas. No new public right of way is created or dedicated by this replat and there are no new public improvements.

Lots 513, 514 and 515 are subject to the covenants and restrictions contained in the Declaration of Restrictions of Geist Harbours, recorded as Instrument #3822 in Book 159, pages 504 thru 519, as corrected by Correction Certificate recorded February 22, 1983 as Instrument 83-1863 in Misc. Record 173, page 453, and are subject to the plat covenants and restrictions contained in the Plat of Masthead - Section Fifteen, recorded in Plat Book 14, pages 65 thru 68, all in the Office of the Recorder of Hamilton County, Indiana.

Witness our signatures this 23 day of August, 2004.

Timothy E. Dwyer Sherry E. Dwyer
Timothy E. Dwyer Sherry E. Dwyer

STATE OF INDIANA }
 } SS:
COUNTY OF HAMILTON }

Before me, the undersigned Notary Public in and for said County and State, personally appeared Timothy E. Dwyer and Sherry E. Dwyer, husband and wife, who acknowledged the execution of the foregoing certificate as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 23 day of August, 2004.

  My Commission Expires: _____
My County of Residence: _____



Witness our signatures this 23 day of August, 2004.

Patrick A. Workman Deborah K. Workman
Patrick A. Workman Deborah K. Workman

STATE OF INDIANA }
 } SS:
COUNTY OF HAMILTON }

Before me, the undersigned Notary Public in and for said County and State, personally appeared Patrick A. Workman and Deborah K. Workman, husband and wife, who acknowledged the execution of the foregoing certificate as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 23 day of August, 2004.

  My Commission Expires: _____
My County of Residence: _____

Witness our signatures this 23 day of August, 2004.

Mark Ryan Nicki Ryan
Mark Ryan Nicki Ryan

STATE OF INDIANA }
 } SS:
COUNTY OF HAMILTON }

Before me, the undersigned Notary Public in and for said County and State, personally appeared Mark Ryan and Nicki Ryan, husband and wife, who acknowledged the execution of the foregoing certificate as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 23 day of August, 2004.

  My Commission Expires: _____

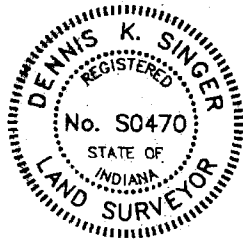
I, the undersigned, hereby certify that to the best of my professional knowledge, information and belief the within plat accurately represents a survey and replat performed under my supervision of the following described real estate:

Lots 513, 514 and 515 in Masthead, Section 15, the Secondary Plat of which was recorded August 21, 1987, in Plat Book 14, pages 65-68 in the Office of the Recorder of Hamilton County, Indiana.

This replat consists of three lots numbered 513, 514 and 515. The sizes of the lots are shown in figures denoting feet and decimal parts thereof.

Witness my signature and seal this 26th day of March, 2004.

Dennis K. Singer
Dennis K. Singer, R.L.S. #0470



COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY ACTS OF 1981 P.C. 309, 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 5/21/1994

NOBLESVILLE CITY PLAN COMMISSION

David W. Drago
David W. Drago, President

Steven R. Huntley
Steven R. Huntley, Secretary

BOARD OF COMMISSIONERS CERTIFICATE:

UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981, P.L. 309 SECTION 23 UNDER THE AUTHORITY OF IC 36-7-3, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, INDIANA, AT A MEETING HELD ON THE 15th DAY OF May, 2004.

Steven A. Dinger
Steven A. Dinger, President

Steven A. Hoff
Steven A. Hoff, Member

Christine Altman
Christine Altman, Member

Robin M. Mills
Robin M. Mills, Auditor

I, STEVEN R. HUNTLEY, AS DIRECTOR OF PLANNING AND DEVELOPMENT FOR THE CITY OF NOBLESVILLE, HEREBY CERTIFY THAT THE APPLICATION FOR APPROVAL OF THIS PLAT MEETS ALL OF THE MINIMUM REQUIREMENTS SET FORTH IN THE MASTER PLAN OF NOBLESVILLE, INDIANA AND SUCH OTHER APPLICABLE REQUIREMENTS CONTAINED IN THE CODE OF ORDINANCES OF THE CITY OF NOBLESVILLE, APRIL 12, 1999, AS AMENDED.

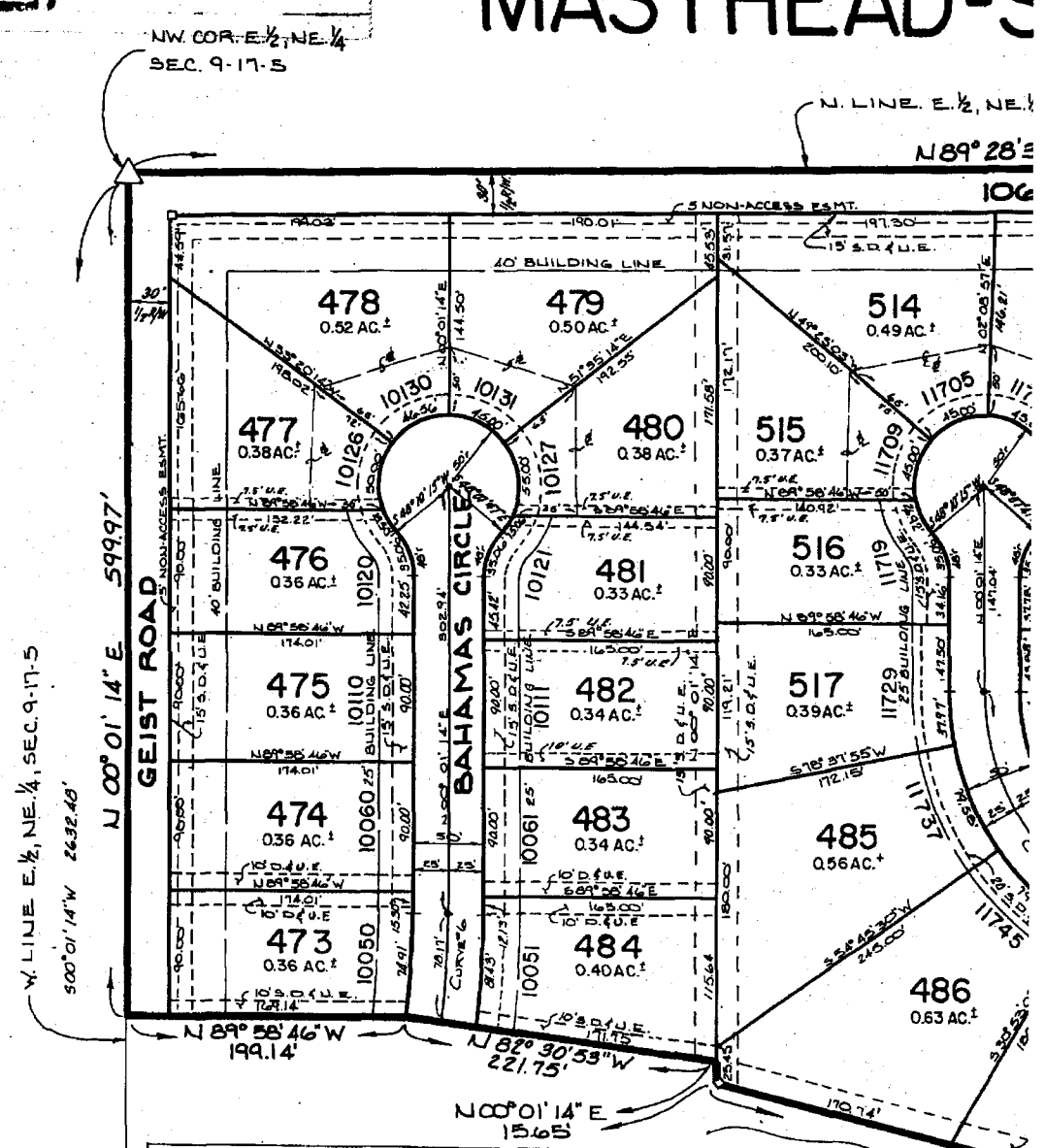
By: Steven R. Huntley
Steven R. Huntley, Director of Planning and Development

DATE: 3/26/04

SURVEYOR:
Paul I. Cripe, Inc.
7172 Graham Rd.
Indianapolis, IN 46250
(317) 842-6777

27th August 27
 Ref. [Redacted]

SECONDARY MASTHEAD-S



W. LINE E. 1/2, NE. 1/4, SEC. 9-17-5
 500'01'14" W 2632.43'
 N 00° 01' 14" E 5999.7'
 SW. COR. E. 1/2, NE. 1/4
 SEC. 9-17-5

CURVE DATA						
CURVE #	Δ*	R*	L	T	C	Ch. Brg.
1	45° 45' 12"	270.00'	215.61'	113.92'	209.92'	N 23° 09' 29" E
1 IN	"	245.00'	195.64'	103.37'	190.49'	"
1 OUT	"	295.00'	235.57'	124.47'	229.36'	"
2	30° 48' 15"	325.00'	174.73'	89.53'	172.63'	N 15° 07' 15" W
2 IN	"	300.00'	161.29'	82.65'	159.36'	"
2 OUT	"	350.00'	188.17'	96.42'	185.91'	"
3	30° 00' 00"	325.00'	170.17'	87.08'	168.25'	N 15° 31' 22" W
3 IN	"	300.00'	157.08'	80.39'	155.29'	"
3 OUT	"	350.00'	183.26'	93.78'	181.17'	"
4	13° 37' 37"	420.00'	99.89'	30.18'	99.66'	N 82° 54' 19" W
4 IN	"	395.00'	93.95'	27.20'	93.72'	"
4 OUT	"	445.00'	105.84'	33.17'	105.59'	"
5	76° 06' 44"	1066.00'	220.52'	129.96'	204.66'	N 58° 02' 08" W

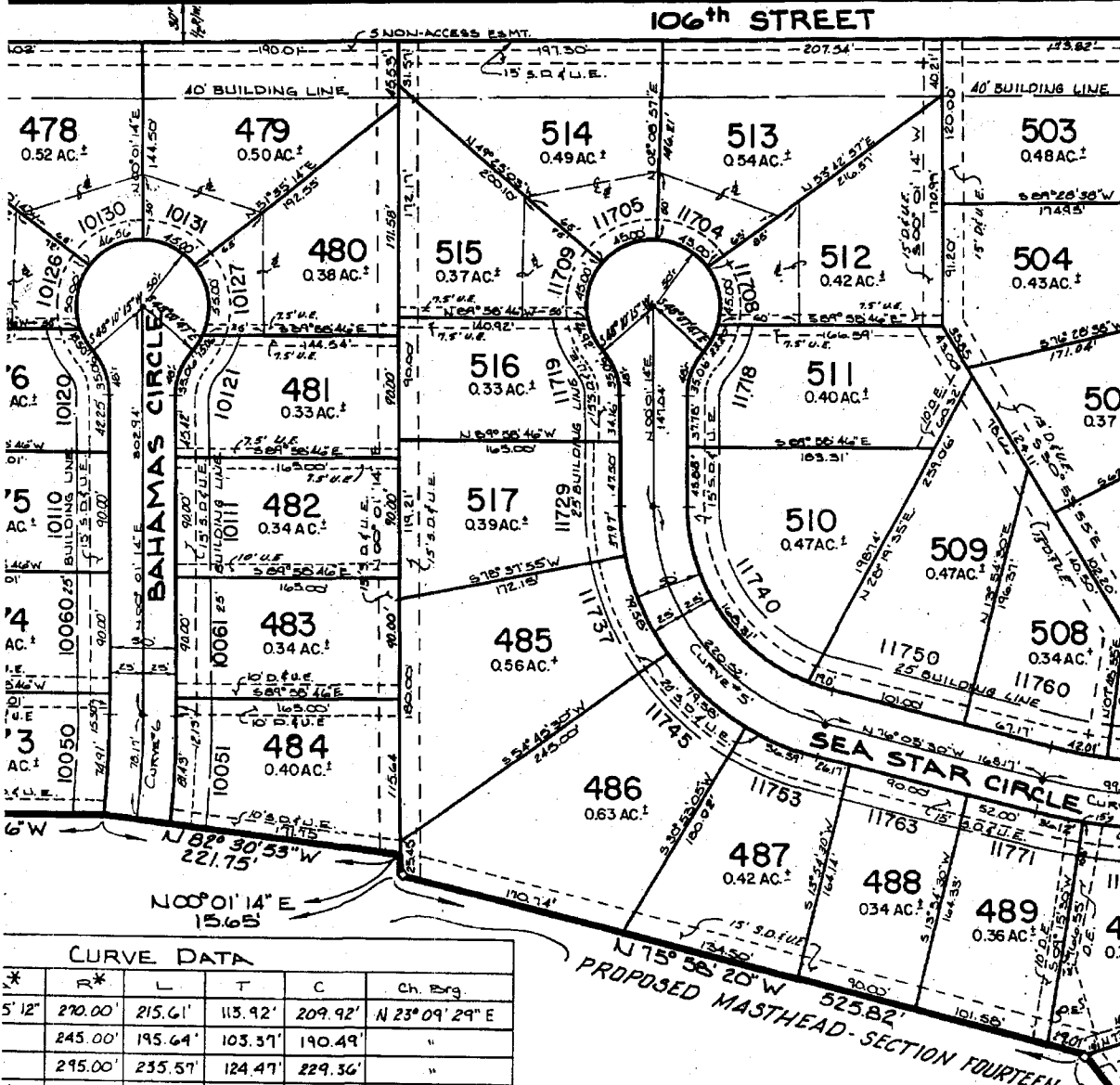
□ DENOTES A 4" MONUMENT W/ 4 FLUSH W/ FINI
 ● DENOTE A "C" STEEL ROD 6" HAVING A CUT W/ FINISH STRI A 24" LONG x 3/8"
 STEEL PIN BY SET VERTICAL INTERSECTING
 NOTE: ALL S ARE R DIMEN OF TH

N 75° 5 PROPOSED

SECONDARY PLAT OF MASTHEAD-SECTION FIFTEEN

N. LINE. E. 1/2, NE 1/4, SEC. 9-17-5

N89°28'38" E 1348.40'

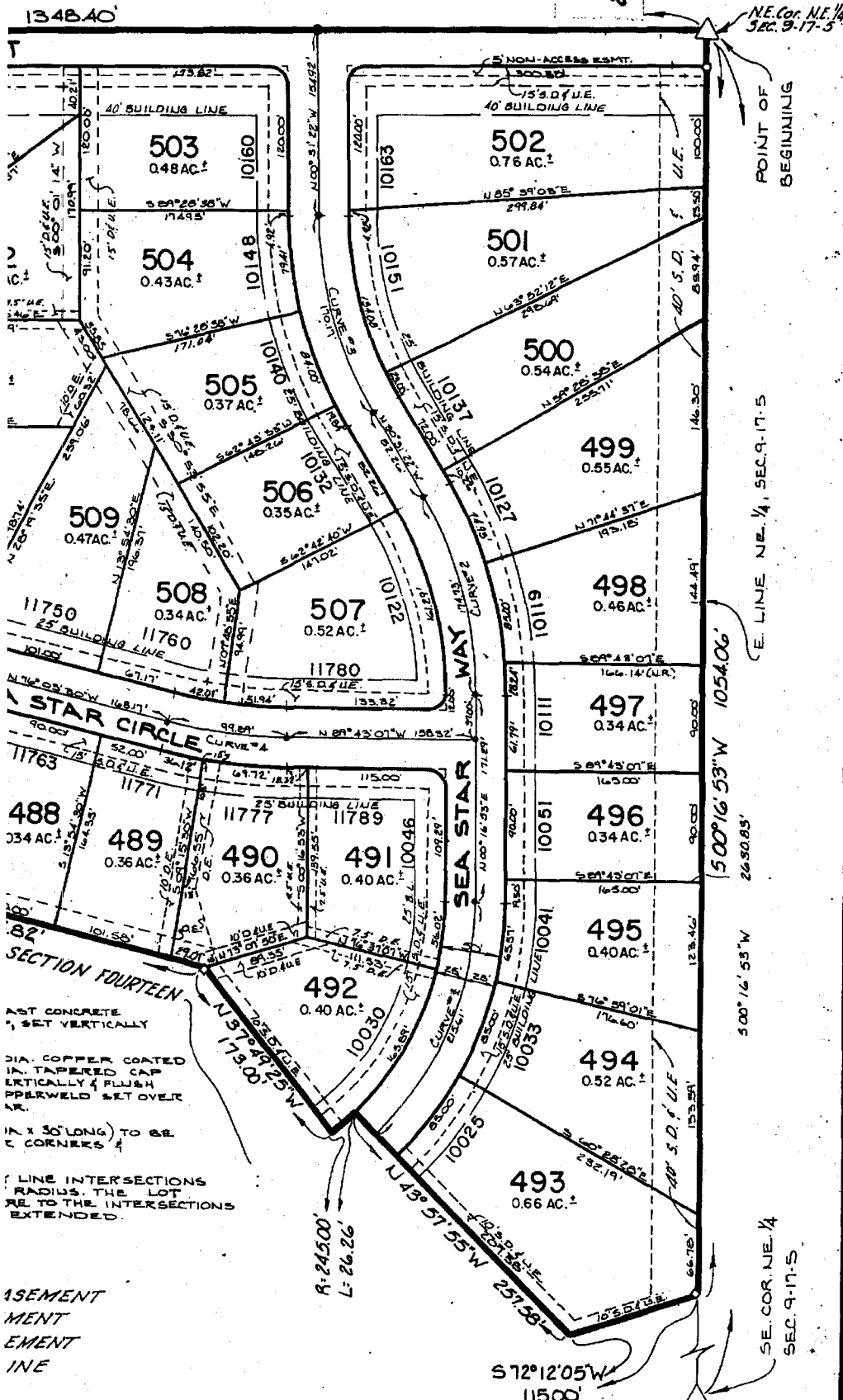


CURVE DATA					
R	L	T	C	Ch. Brg	
5'12"	270.00'	215.61'	113.92'	209.92'	N 23° 09' 29" E
	245.00'	195.64'	103.57'	190.49'	"
	295.00'	235.57'	124.47'	229.36'	"
3'15"	325.00'	174.73'	89.53'	172.63'	N 15° 07' 15" W
	300.00'	161.29'	82.65'	159.36'	"
	350.00'	188.17'	96.42'	185.91'	"
0'00"	325.00'	170.17'	87.08'	168.23'	N 15° 31' 22" W
	300.00'	157.08'	80.89'	155.89'	"
	350.00'	183.26'	93.78'	181.17'	"
1'31"	420.00'	99.89'	50.18'	99.66'	N 82° 34' 19" W
	395.00'	93.95'	47.20'	93.72'	"
	445.00'	105.84'	53.17'	105.59'	"
3'44"	1166.00'	220.52'	129.96'	204.66'	N 88° 02' 08" W

- DENOTES A 4" X 4" X 30" LONG PRECAST CONCRETE MONUMENT WITH CAST CROSS IN TOP, SET VERTICALLY & FLUSH WITH FINISH GRADE.
 - DENOTES A "COPPERWELD" 1/2" DIA. COPPER COATED STEEL ROD 6' LONG WITH 1/2" DIA. TAPERED CAP HAVING A CUT "X" IN TOP, SET VERTICALLY & FLUSH WITH FINISH STREET SURFACE. COPPERWELD SET OVER A 24" LONG X 1/2" DIA. STEEL REBAR.
- STEEL PIN MARKERS (MIN. 3/8" DIA X 30" LONG) TO BE SET VERTICALLY AT ALL OTHER CORNERS & INTERSECTING LINES.
- NOTE: ALL STREET PROPERTY LINE INTERSECTIONS ARE ROUNDED WITH A 20' RADIUS. THE LOT DIMENSIONS SHOWN ARE TO THE INTERSECTIONS OF THE LOT LINES EXTENDED.

89-5

NE. Cor. NE. 1/4
SEC. 9-17-5



AST CONCRETE
SET VERTICALLY

DIA. COPPER COATED
IN. TAPERED CAP
VERTICALLY & FLUSH
PERWELD SET OVER
IN.

IN X 30" LONG) TO BE
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E. LINE NE. 1/4, SEC. 9-17-5

SE. COR. NE. 1/4
SEC. 9-17-5

SHEET 1 OF 4
#83399-00200