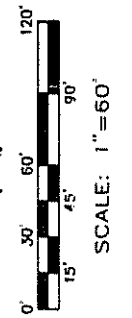


NORTH HARBOUR - SECTIONS 23 and 24 SECONDARY PLAT



- LEGEND**
- D.E. = DRAINAGE EASEMENT
 - S.E. = SEWER EASEMENT
 - U.E. = UTILITY EASEMENT
 - R/W = RIGHT OF WAY
 - N.R. = NON RADIAL
 - Ac± = ACRES, MORE OR LESS
 - R = RADIUS
 - L = LENGTH
 - [680] = TYPICAL STREET ADDRESS

NOTES ON MONUMENTS AND MARKERS:

- 1 Denotes a 4"x4"x6" long precast concrete monument with cross cast in top to be set, where shown, flush with finish grade.
- 2 Denotes a "Copperweld", 5/8" dia. copper coated steel rod 6" long with a 1-1/2" dia. tapered brass cap, having a cut "x" in the top, to be set flush with finish street surface over a 5/8" dia. x 30" long steel rebar.

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
12 day p.c. March 1993

Parcel # **A-98** Auditor Hamilton County

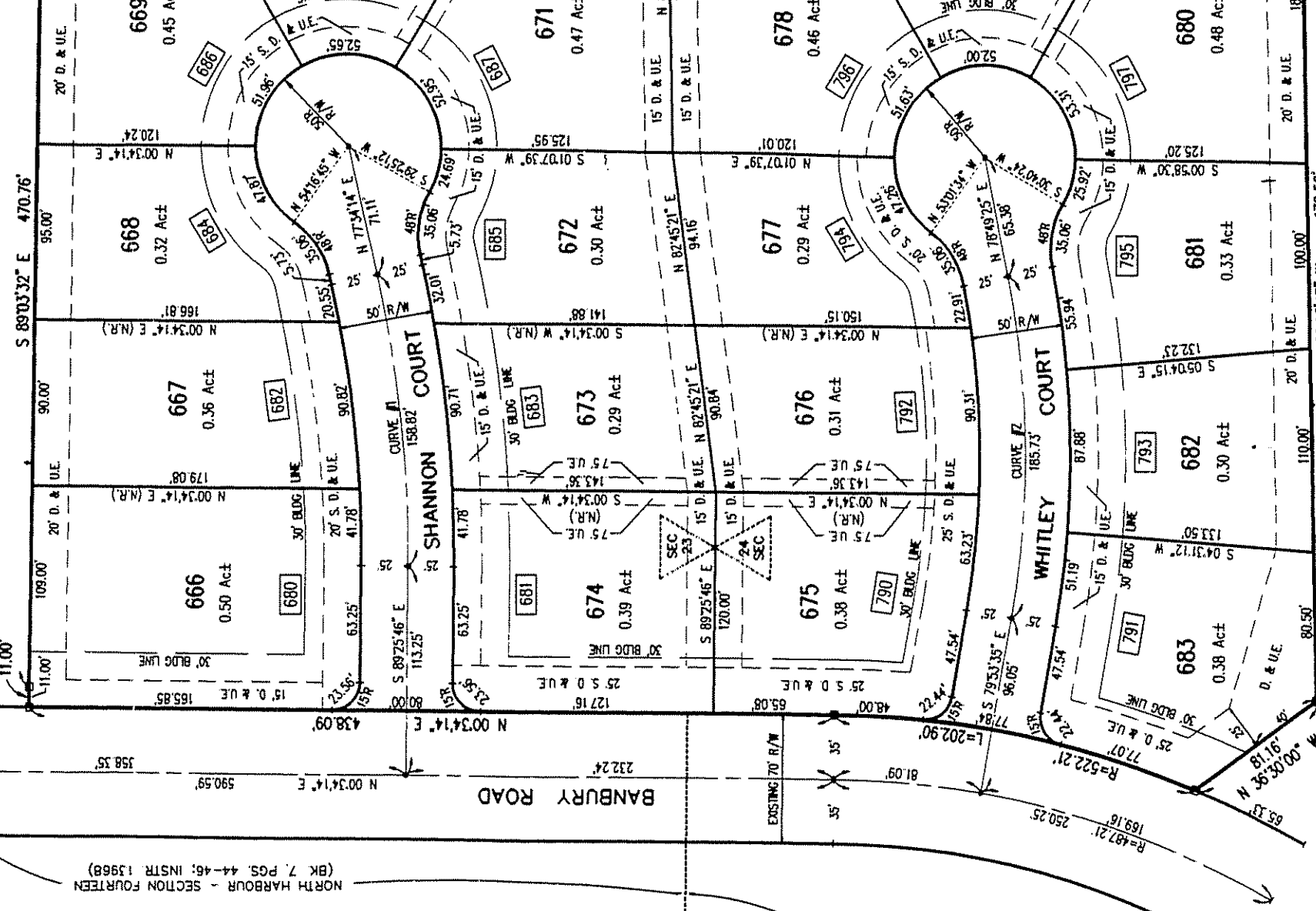
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MAR 12 1993

SHARON K. CHERRY
HAMILTON COUNTY RECORDER

Original No. **9309187**
Book No. **1** Page No. **298**

CURVE #	DELTA *	RADIUS *	LENGTH	CHORD	TANGENT	CHORD BEARING
1-C	13300'00"	700.00	158.82	158.48	79.75	N 84°04'14" E
1-N	13300'00"	675.00	153.15	152.82	76.91	N 84°04'14" E
1-OUT	13300'00"	725.00	164.50	164.14	82.60	N 84°04'14" E
2-C	211700'00"	500.00	185.73	184.67	93.95	N 89°27'55" E
2-N	211700'00"	475.00	176.45	175.43	89.25	N 89°27'55" E
2-OUT	211700'00"	525.00	195.02	193.90	98.65	N 89°27'55" E



NORTH HARBOUR - SECTION FOURTEEN (BK 7, PGS 44-46; INSTR 13968)

NORTH HARBOUR - SECTION 21 (BK 14, PGS 32-35; INSTR 87-27539)

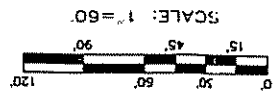
NORTH HARBOUR - SECTION NINE (BK 6, PGS 109-110; INSTR 13001)

NORTH HARBOUR - SECTIONS 23 and 24

SECONDARY PLAT

CURVE DATA * INDICATES DEFINING ELEMENTS

CURVE	DELTA	RADIUS	CHORD	TANGENT	ARC	CHORD BEARING	TANGENT BEARING
1-C	150.00°	700.00	158.82	158.48	78.75	N 84°04'14" E	152.82
1-M	150.00°	675.00	153.15	153.15	75.91	N 84°04'14" E	152.82
1-OUT	150.00°	725.00	164.50	164.14	82.60	N 84°04'14" E	164.14
2-C	217.00°	500.00	185.73	184.67	93.95	N 82°27'55" E	184.67
2-M	217.00°	475.00	176.45	175.43	89.25	N 82°27'55" E	175.43
2-OUT	217.00°	525.00	195.02	193.90	98.65	N 82°27'55" E	193.90



- LEGEND
- D = DRAINAGE EASEMENT
 - S/E = SEWER EASEMENT
 - U/E = UTILITY EASEMENT
 - R/W = RIGHT OF WAY
 - N.R. = NON RADIAL
 - Ac. = ACRES, MORE OR LESS
 - R = RADIUS
 - L = LENGTH
 - [880] = TYPICAL STREET ADDRESS

NOTES ON MONUMENTS AND MARKERS:

- Denotes a 4"x4"x5" long precast concrete monument with cross cast in top to be set, where shown, flush with finish grade.
- Denotes a "capped", 5/8" dia. copper coated steel rod 6' long with a 1-1/2" dia. tapered brass cap, having a cut 3/8" in the top to be set flush with finish street surface over a 3/8" dia. x 30' long steel rod.

DUTY ENTERED FOR TAXATION

Subject to final assessment for transfer

10 day of March 1993

Andres Hamilton County

RECEIVED FOR RECO

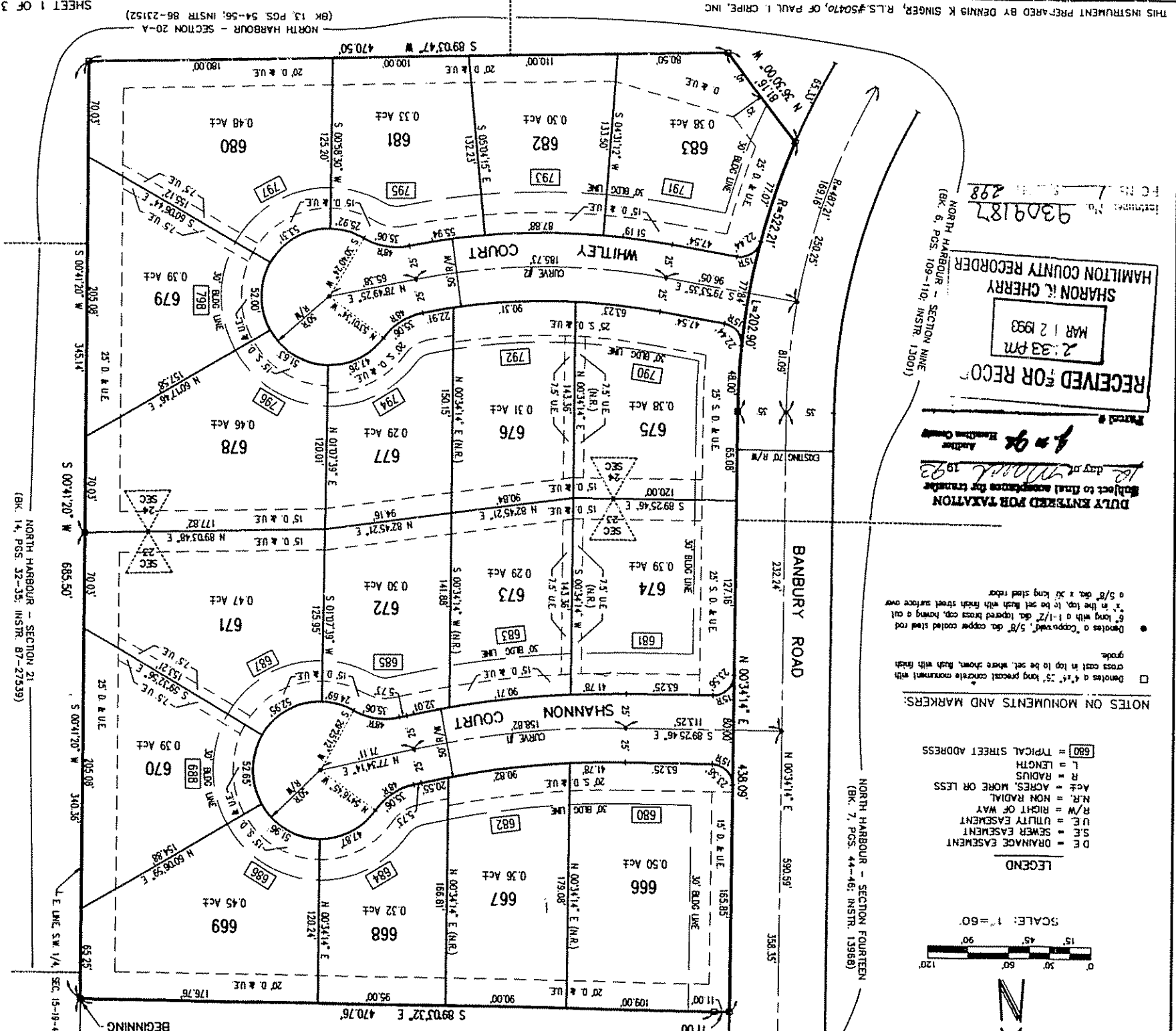
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SHARON K. CHERRY

HAMILTON COUNTY RECORDER

Instrument No. 9309187

Book 6, Page 109-110; INSTR. 13001



06-22-00-016

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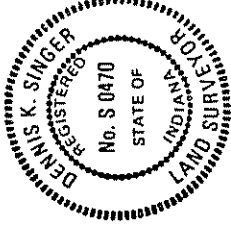
I, the undersigned, hereby certify that to the best of my professional knowledge and belief, the within plat accurately represents a survey performed under my supervision of part of the Southwest Quarter of Section 15, Township 19 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Southwest Quarter Section: thence along the East line thereof, South 00 degrees 41 minutes 20 seconds West (assumed bearing) 974.00 feet to the Southeast corner of a 1.71 acre tract described in a Warranty Deed recorded January 11, 1983 as Instrument 83-353 in Book 335, pages 201-202 in the Office of the Recorder of Hamilton County, Indiana, and which point is the POINT OF BEGINNING; thence continue along the East line of said Southwest Quarter Section, South 00 degrees 41 minutes 20 seconds West 685.50 feet to a point on the North boundary of North Harbour - Section 20-A, the plat of which was recorded October 17, 1986 as Instrument 86-23152 in Book 13, pages 54-56 in said Recorder's Office (the next four courses are along the North boundary of said North Harbour - Section 20-A, the Easterly boundary of North Harbour - Section Nine, the plat of which was recorded June 7, 1977 as Instrument 13001 in Book 6, pages 44-46 in said Recorder's Office); (1) thence South 89 degrees 03 minutes 47 seconds West 450.50 feet; (2) thence North 36 degrees 30 minutes 03 seconds West 81.16 feet to a point on the Easterly line of Banbury Road, which point is on a curve having a radius of 522.21 feet, the radius point of which bears North 67 degrees 10 minutes 03 seconds West; (3) thence Northerly along the Easterly line of said Banbury Road and along said curve, 202.90 feet to a point which bears South 89 degrees 25 minutes 46 seconds East from said radius point; (4) thence along said Easterly line, North 00 degrees 34 minutes 14 seconds East 438.09 feet to the Southwest corner of a 0.038 acre tract described in a Quitclaim Deed recorded September 20, 1988 as Instrument 8820071 in said Recorder's Office; thence along the South line of said 0.038 acre tract, North 89 degrees 21 minutes 36 seconds East 11.00 feet to the Southwest corner of said 1.71 acre tract described in Book 336, pages 201-202 in said Recorder's Office; thence along the South line of said 1.71 acre tract, South 89 degrees 03 minutes 32 seconds East 470.76 feet to the Point of Beginning, containing 7.737 acres, more or less.

This subdivision contains 9 lots numbered 666 thru 674 in Section 23 and 9 lots numbered 675 thru 683 in Section 24 for a total of 18 lots, along with streets and easements as shown on the within plat. The size of the lots, streets, and easements are shown in figures denoting feet and decimal parts thereof.

This plat is based upon a previous survey which contains the within described real estate, performed by Paul I. Cripe, Inc. during October, 1992 and recorded December 1, 1992 as Instrument #9247320 in the Office of the Recorder of Hamilton County, Indiana. There has been no change from the matters of survey revealed by said previous survey, or any prior subdivision plats contained therein, on any lines that are common with the within plat.

Witness my signature and seal this 15th day of March, 1993.



Dennis K. Singer
Dennis K. Singer, R.L.S. #50470

The undersigned, TWENTY THREE - TWENTY FOUR CORPORATION, owners of the real estate shown and described herein, and recorded in the Office of the Recorder of Hamilton County, Indiana, as Instruments #9243612 and #9243613, do hereby certify that we have laid off, platted, and subdivided, and do hereby lay off, plat and subdivide said real estate in accordance with the within plat. This subdivision shall be known and designated as NORTH HARBOUR - SECTIONS 23 & 24, an addition in Hamilton County, Indiana.

A. STREETS: All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public for its use.

B. EASEMENTS: There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.), "Sewer Easements" (S.E.) and "Utility Easements" (U.E.) either separately or in any combination of the three, which are reserved for the use of public utility companies and governmental agencies, as follows: "Drainage 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 this and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said easement, which will obstruct flow from the area being served. "Sewer Easements (S.E.) are created for the use of the local governmental agency bearing jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purpose of installation and maintenance of sewers that are a part of said system. "Utility Easements" (U.E.) are created for the use of all public utility companies and Cable TV, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires; and also all rights and uses specified for sewer easements designated above. The owners of all lots in this addition shall take title subject to the rights of the public utilities, governmental agencies, and the rights of the other lot owners in this addition, to said easements herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

C. ENFORCEMENT: The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, and the Noblesville City Plan Commission, their successors or assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Said provision shall be in full force and effect until January 1, 2069, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidity of any one of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

D. RESTRICTIONS: There is, recorded in the Office of the Recorder of Hamilton County, by Instrument #2307353, a "Declaration of Restrictions for Sections Twenty Three and Twenty Four of North Harbour", which shall, as a condition precedent to ownership, be made a part hereof. In addition to restrictions noted on said Instrument #2307353, no boats, trailers or campers may be stored in the open on any lot in this addition. The minimum square footage of any dwelling located on a lot in this subdivision shall be 1800 square feet, exclusive of porches, terraces, garages, carports or basements. The owners of each lot in this addition shall, as a condition precedent to ownership, covenant and agree to pay annual charges to North Harbour Property Owner's Association, Inc. in accordance with a Declaration of Covenants and Restrictions recorded as Instrument #19020, Book 163, in the Office of the Recorder of Hamilton County, Indiana.

E. COVENANTS RUN WITH LAND: The foregoing covenants, limitations and restrictions, together with the above mentioned "Declaration of Restrictions", are to run with the land and be binding on all parties and persons claiming under them.

F. BUILDING LINES: Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building, structure or fence. The side yard setback lines shall not be less than nine (9) feet from the side line of the lot on one side and not less than nine (9) feet from the side line of the lot on the other side, and the total of both side yards shall be at least twenty (20) percent (20%) of the entire width of the lot. The rear setback line shall be at least twenty (20) feet from the rear line of the lot.

G. EASEMENT MAINTENANCE: On drainage easements, the City of Noblesville shall be responsible for the care, maintenance, repair and/or replacement of actual structures in place such as sewer pipes, manholes, castings, etc., and each property owner as it pertains to his lot or lots shall maintain surface drainage systems and open swales. The City shall have access rights over and across said easements.

RECORDED IN BOOK 9309187
P.L.C. # 50470 OF PAUL I. CRIPPE, INC.

STATE OF INDIANA)
COUNTY OF MARION) SS:

Executed by Owner and Subdivider this 2nd day of MARCH, 1993.

Before me, the undersigned Notary Public in and for said County and State, personally appeared **TWENTY THREE - TWENTY FOUR CORPORATION** by **Hoyes T. O'Brien, President** and **Larry E. Cronkleton, Vice President**, who acknowledged the execution of the foregoing plat for and on behalf of said Corporation.

TWENTY THREE - TWENTY FOUR CORPORATION
11105 Pendleton Pike
Indianapolis, IN 46236

Witness my hand and Notarial Seal this 2nd day of March, 1993.

My Commission Expires:

2-26-96



Sammy L. Purdie
Notary Public

County of Residence:

Marion

Sammy L. Purdie
(Printed)

Hoyes T. O'Brien
Hoyes T. O'Brien, President

By Larry E. Cronkleton
Larry E. Cronkleton, Vice President

PURSUANT TO THE REQUIREMENTS OF INDIANA CODE 36-7-3 ET SEQ AS AMENDED OR SUPPLEMENTED, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF NOBLESVILLE, INDIANA, AT A MEETING HELD ON MARCH 8, 1993

PURSUANT TO THE REQUIREMENTS OF INDIANA CODE 36-7-3 ET SEQ AS AMENDED OR SUPPLEMENTED, AND AND 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 9-21-92

Mary Sue Rowland
Mary Sue Rowland, President

ATTEST: Marilyn Conner
Marilyn Conner, Clerk-Treas.

Max Robinson
Max Robinson, Member

Lawrence Spork
Lawrence Spork, Member

NOBLESVILLE CITY PLAN COMMISSION

Ronald Sincard
President

Steve K. Huntley
Secretary

I, STEVEN R. HUNTLEY, DIRECTOR OF PLANNING AND DEVELOPMENT 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.

Steven R. Huntley
Steven R. Huntley,
Director of Planning & Development

3-9-93
Date

Instrument No. 9309187
F.C. No. 1 - Slice No. 298

9307353

DECLARATION OF RESTRICTIONS
SECTIONS TWENTY THREE AND TWENTY FOUR
OF NORTH HARBOUR

THIS DECLARATION made this 27th day of February 1993, by Twenty Three - Twenty Four Corporation, an Indiana corporation (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, the Developer is the owner of the lands contained in the area described on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided and known "Section Twenty Three and Section Twenty Four of the North Harbour Development Project" (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the two sections thereof to be recorded in the Office of the Recorder of Hamilton County, Indiana, 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 in 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 described on Exhibit "A", to exclude any real estate so shown from the Development, or to include additional real estate.

INSTR. # 93 07353

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

A. "Committee" shall mean the Section Twenty Three and Twenty Four 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 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 Developer by the President or a Vice President thereof, and with respect to the Committee, by 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.

2. CHARACTER OF THE DEVELOPMENT.

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

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.

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 provided, however, that

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the foregoing is subject to the rules, regulations and ordinances of the City of Noblesville and of its building commissioners.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plats of Section Twenty Three and Twenty Four and subject to all recorded easements, restrictions, rights-of-way and all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference. In addition, the owners of each lot in the Development shall, as a condition precedent to ownership, covenant and agree to pay annual charges to the North Harbour Property Owners' Association, Inc. in accordance with a certain Declaration of Covenants and Restrictions recorded as Instrument Number 19020, Book 163 in the Office of the Recorder of Hamilton County, Indiana.

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

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, shall be 1,800 square feet exclusive of porches, terraces, garages, carports, accessory buildings or basements.

B. Residential Set-Back Requirements.

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

(ii) Definitions. "Side line" means a lot boundary line 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.

(iii) Front Yards. The front building set-back lines shall be set forth upon the plats of the Development.

(iv) Cul De Sacs. If the particular lot abuts on a cul de sac, the front building set-back line shall be as shown on the plat of that lot.

(v) Side Yards. The side yard set-back lines shall not be less than nine (9) feet from the side line of the lot and the total of both side yards shall be not less than twenty percent (20%) of the entire width of the lot.

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(vi) Rear Yards. The rear set-back line shall be at least twenty (20) feet from the rear line.

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 must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two (2) trees growing upon it in the front yard by the time the house is completed, and if this requires plantings by the Owner, the Committee must approve the size and location of such trees.

D. Boulevard Tree Plantings. The builder of every home within the Development shall plant the required number and species of trees on the boulevard area of his lot per the approved landscape plan approved by the City of Noblesville, Indiana. It shall become the responsibility of each owner of a lot to maintain the required number of trees in a good and sightly condition at all times.

E. 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. No house shall have metal prefabricated flues that extend above the roof line. All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road.

F. 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 a garage.

G. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

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

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

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(i) Mow the lot at such times as may be reasonably required in order to prevent 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) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

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

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisance. 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 Morse Reservoir. No discharge from any floor drain shall be permitted to enter Morse Reservoir. By purchase of a lot, each owner agrees that a violation of this paragraph constitutes a nuisance which may be abated by the Developer in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorney's fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

The Developer, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

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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 Hamilton County Board of Health. No storm water (subsurface or surface) shall be discharged into a sanitary sewer. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service line shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

5. INDIVIDUAL YARD LIGHTS REQUIRED.

At the time that the owner of the lot in the Development completes the construction of a home on his lot, he shall install or cause to have installed a dusk to dawn yard light in the front yard of his lot. The design, type and location of the yard light shall be subject to the approval of the Committee.

6. MAILBOXES.

Owners of a lot in the Development shall install or cause to have installed a mailbox which shall be in accordance with the design, type and location of a mailbox approved by the Committee.

7. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be carried 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 except for real estate sales signs.

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 campers, trailers, boats, or similar vehicles shall be parked on any street or lot in the Development. No boat or truck, one (1) ton or larger in size, shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in the Development, or the users of any street in the Development.

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E. Garbage 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 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 in the Development.

I. Ditches and Swales. It shall be the duty of the owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the 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 Committee.

J. Utility Services. No utility services shall be installed, constructed, repaired, replaced and/or removed under finished streets except by jacking, drilling or boring and shall require the approval of the City of Noblesville where the streets are public.

K. 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 and the Indianapolis Water Company.

L. Prohibition of Antennas. No exposed radio, cable and television antennas and/or satellite dishes shall be located on any lot or the exterior of any home in the Development unless the same is obscured from view from the street and other lots in the

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Development and is approved by the Committee which shall establish standards for approval of such apparatus from time to time as technology changes.

M. Sidewalks. The builder of a home on any lot in the Development shall be required to install a sidewalk on a subject lot in accordance with plans and specifications of the City of Noblesville. Should the builder of a home on a lot fail to install a sidewalk on said lot, then the owner of that lot shall be responsible for the installation of a sidewalk on his lot.

8. SECTION TWENTY THREE AND TWENTY FOUR 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 materials 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" = 10' or to such other scale as the Committee shall require. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect.

(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;

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(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.

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

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (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.

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

E. Continuation of Committee. At such time that the Developer notifies the North Harbour Property Owners' Association, Inc. of discontinuance of his Architectural Control Committee, then the Directors of the North Harbour Property Owners' Association, Inc. or their designees, shall continue the functions of the Committee with like powers.

9. 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.

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10. USE OF THE RESERVOIR.

A. All operation of boats upon Morse Reservoir is pursuant to a license that shall be exercised in accordance with the limitations made by the joint committee of The Shorewood Corporation and the Indianapolis Water Company made according to the procedures set out in the License Agreement recorded in Book 121, Instrument No. 4863, in the Office of the Recorder of Hamilton County, Indiana. If legally permissible, this Committee shall have the power to assess fines for the violation of any limitations on boat traffic on Morse Reservoir in accordance with the schedule of fines promulgated by it, and which shall become a charge upon the lot owned 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 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 ten percent (10%) per annum until paid in full. If, in the opinion of The Shorewood Corporation, such charge has remained due and payable for an unreasonably long period of time, The Shorewood Corporation 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 attorneys' fees, incurred by The Shorewood Corporation 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 Shorewood Corporation all fines that shall be made pursuant to this Paragraph 10 of these Restrictions.

11. REMEDIES.

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

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recurrence or continuation of such violation or violations of these Restrictions.

12. EFFECT OF BECOMING AN OWNER.

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

13. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for 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.

14. DURATION.

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

15. SEVERABILITY.

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

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

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IN TESTIMONY WHEREOF, witness the signature of the Declarant
this 27th day of February, 1993.

TWENTY THREE - TWENTY FOUR
CORPORATION

ATTEST:

Thomas A. Grant
Thomas A. Grant, Secretary

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

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for said County and State,
personally appeared Hayes T. O'Brien and Thomas A. Grant the
President and the Secretary, respectively of Twenty Three - Twenty
Four Corporation, who acknowledged execution of the foregoing
Declaration of Restrictions for and on behalf of the foregoing
and who, having been duly sworn, stated that the representations
contained therein are true.

Witness my hand and Notarial Seal this 27th day of
February, 1993.

Maude D. O'Brien
Notary Public
Printed: MAR 23 1993
NEW YORK

My Commission Expires: 10-27-96
My County of Residence: INDIANA

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

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EXHIBIT "A"

NORTH HARBOUR - SECTIONS 23 & 24
PLAT DESCRIPTION

Part of the Southwest Quarter of Section 15, Township 19 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Southwest Quarter Section; thence along the East line thereof, South 60 degrees 41 minutes 20 seconds West (assumed bearing) 874.00 feet to the Southeast corner of a 1.71 acre tract described in a Warranty Deed recorded January 11, 1983 as Instrument 83-363 in Book 336, pages 201-202 in the Office of the Recorder of Hamilton County, Indiana, and which point is the Point of Beginning; thence continue along the East line of said Southwest Quarter Section, South 00 degrees 41 minutes 20 seconds West 866.50 feet to a point on the North boundary of North Harbour - Section 20-A, the Plat of which was recorded October 17, 1986 as Instrument 86-23152 in Book 13, pages 64-68 in said Recorder's Office (the next four courses are along the North boundary of said North Harbour - Section 20-A, along the Easterly boundary of North Harbour - Section Nine, the Plat of which was recorded June 7, 1877 as Instrument 13001 in Book 6, pages 109-110 in said Recorder's Office, and along the Easterly boundary of North Harbour - Section Fourteen, the Plat of which was recorded May 18, 1978 as Instrument 13988 in Book 7, pages 44-48 in said Recorder's Office); (1) thence South 88 degrees 03 minutes 47 seconds West 470.50 feet; (2) thence North 38 degrees 30 minutes 00 seconds West 81.16 feet to a point on the Easterly line of Banbury Drive, which point is on a curve having a radius of 522.21 feet, the radius point of which bears Nor. 87 degrees 10 minutes 03 seconds West; (3) thence Northwesterly along the Easterly line of said Banbury Drive and along said curve, 202.90 feet to a point which bears South 88 degrees 25 minutes 48 seconds East from said radius point; (4) thence along said Easterly line, North 00 degrees 34 minutes 14 seconds East 438.08 feet to the Southwest corner of a 0.038 acre tract described in a Quitclaim Deed recorded September 20, 1988 as Instrument 8620071 in said Recorder's Office; thence along the South line of said 0.038 acre tract, North 88 degrees 21 minutes 38 seconds East 11.00 feet to the Southwest corner of said 1.71 acre tract described in Book 336, pages 201-202 in said Recorder's Office; thence along the South line of said 1.71 acre tract, South 88 degrees 03 minutes 32 seconds East 470.78 feet to the Point of Beginning, containing 7.74 acres, more or less.

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This Instrument Recorded MAR 1 1993
Sharon K. Cherry, Recorder, Hamilton County, IN

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MAR 1 1993