

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SHADOW LAKES - SECTION 2  
A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT IN  
THE TOWN OF WESTFIELD, HAMILTON COUNTY, INDIANA

9113118

The undersigned, REPUBLIC DEVELOPMENT CORPORATION (sometimes referred to herein as "Owner" or "Developer") for and as owner and developer of the real property described in Exhibit A attached, and for the benefit of all present and future owners of any lot or lots in, or occupants of, SHADOW LAKES, SECTION 2 does hereby impose the within described Covenants, Conditions and Restrictions on the land described in Exhibit A.

The land described in said Exhibit A is hereby subdivided in accordance with the attached plat and certificate and shall be known as SHADOW LAKES, SECTION 2.

The streets and rights-of-way, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked D.E., D.U.E. and D.U.S.S.E. on the plat which are hereby reserved for governmental authorities and public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires and for such other purposes as are set forth herein. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities, drainage facilities and the easements hereby created, and no permanent or temporary structure of any kind, and no part thereof, except fences and sidewalks, shall be built, erected or maintained on said areas marked D.E., D.U.E. and D.U.S.S.E.

There is an area marked "Lake" in SECTION 1 of SHADOW LAKES which is reserved for the installation and maintenance of storm water retention and drainage improvements as needed to serve all sections of Shadow Lakes. Purchasers of lots in this subdivision shall take their title subject at all times to the rights of proper authorities to service the lake and the related drainage easement areas, and no structure of any kind other than drainage control structures shall be built, erected or maintained on the "Lake" area.

This Instrument Recorded 11/1/1991  
Sharon K. Cherry, Recorder, Hamilton County, Indiana

ARTICLE I. GENERAL USE RESTRICTION

All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

1.01. The lots located within said Shadow Lakes, Section 2, shall be used for detached single-family dwellings in accordance with the present zoning of Shadow Lakes by the Town of Westfield. No lot shall be used for any purpose not presently permitted by the zoning of the Town of Westfield without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

1.02. Single-family dwellings shall have a minimum of 1,400 square feet of living area, exclusive of open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. Split-level dwellings shall have a minimum of 1,200 square feet on the top floor. All driveways and vehicle parking areas shall be hard-surfaced with concrete. No gravel or stone driveways shall be

**INSTR. # 9113118**

permitted on any lot.

i.03. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee.

i.04. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph i.03 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of Hamilton County and/or the Town of Westfield.

i.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall any work be done thereon which may be or become an annoyance or nuisance in said subdivision.

i.06. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph i.03 above or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

i.07. No clotheslines shall be located on any lot.

i.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or other similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

i.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within

9/13/18

one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successors and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.03 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffer to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision, or for construction operations, may be located above ground.

1.15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Control Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall impair any easement without first obtaining the written consents of the Architectural Control Committee and the lot owner or owners for whose benefit such easement exists.

9/13/18

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee and Hamilton Western Utilities, and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise charged without the written permission of the Hamilton County Commissioners. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Hamilton County Surveyor. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action. If, after being given ten (10) days notice by certified mail to repair said damage, no action is taken, the Hamilton County Commissioners may cause said repairs to be accomplished, and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment.

#### ARTICLE 2. LAKE COVENANTS AND RESTRICTIONS

2.01. The plat of Shadow Lakes, Section 1 contains an area of approximately 1.1 acres that is designated as a lake. This lake is located within a drainage and utility easement area shown on the plat and is

designed to be an integral part of the storm water drainage system for Shadow Lakes. The drainage and utility easement area, within which the lake is located, shall also constitute a maintenance easement for any repair, water treatment or other services needed to assure continuous and adequate maintenance of services of said lake and for landscaping and landscaping maintenance purposes.

2.02. No owner of any lot in Shadow Lakes shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of all property in Shadow Lakes.

2.03. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.04. The Architectural Control Committee may from time to time establish rules regarding the use of the lake and related drainage and utility easement area, provided such rules are not in conflict with the rules contained herein, are reasonably established to protect the safety and welfare of the residents of Shadow Lakes and their guests as well as any other person or property in the vicinity of the lake and related drainage and utility easement area and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.05. Lots 5, 6, 7, 8 and 9 as shown on the plat of Shadow Lakes, Section 1, shall be identified as lots contiguous to the lake and related drainage and utility easement area located in Shadow Lakes, Section 1 and the owners of said contiguous lots may be referred to herein as "Contiguous Owners". A majority of the Contiguous Owners may, from time to time, propose new and/or changes in existing rules and regulations for the use and maintenance of said storm drainage retention area to the Architectural Control Committee for Shadow Lakes. The Architectural Control Committee shall thereupon implement said proposed new or revised rules and regulations unless they are in conflict with any of the provisions of these plat restrictions and covenants or are opposed by a majority of the lot owners in Shadow Lakes.

2.06. The Architectural Control Committee, any "Contiguous Owner", or the Hamilton County Commissioners shall have the authority to institute an action for injunction to abate any activity in violation of these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of the lake and related drainage and utility easement area that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

ARTICLE 3. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee shall be established to carry out the functions set forth for it in these plat restrictions and covenants.

3.01. The Architectural Control Committee shall be composed of 3 members who initially shall be appointed by the undersigned.

3.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said subdivision.

3.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.

9/13/18

3.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. Notwithstanding compliance with the foregoing minimum living area requirements, the Town of Westfield shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be substantially the following form, to wit:

THIS SITE AND BUILDING PLAN FOR LOT \_\_\_\_\_ IN SHADOW LAKES HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY \_\_\_\_\_ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAT.

SHADOW LAKES ARCHITECTURAL CONTROL COMMITTEE

By \_\_\_\_\_

or the building plans are essentially the same as those having blanket approval by the Architectural Control Committee for any lot in Shadow Lakes.

3.08. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or their successors and assigns shall not be reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person

9/13/18  
-7-

whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

3.09. If, in the opinion of the Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.10. The Architectural Control Committee shall have the right to enter onto any open space, public rights-of-way, landscape easement areas, lake, drainage and utility easement areas shown on the plat and any other area subject to easement naming the Architectural Control Committee of Shadow Lakes or its successors or assigns as grantee from time to time as it deems necessary for purposes of maintaining such open space, landscaped areas lying within the public-rights of way, landscape easement areas, lake, drainage and utility easement areas and any other easement areas described above which are located in Shadow Lakes, Section 2, and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas, landscape easement areas, drainage and utility easement areas and other easement areas located in other sections of Shadow Lakes. In addition, the Architectural Control Committee may provide weekly trash collection service if same is not provided by the municipality and, upon the approval of a majority of the lot owners in Shadow Lakes, may provide other services such as snow removal if they are not adequately provided by the appropriate municipal government.

In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said Shadow Lakes, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Shadow Lakes. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Hamilton County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot shall not pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

9/13/18



3.11. The Architectural Control Committee has the power to expend its money on the reasonable care and proper maintenance of the open space, landscaped areas, landscape easement areas, lake, drainage and utility easement areas and any other easement area in any section of the Shadow Lakes subdivision, and such other community services approved by a majority of the lot owners in Shadow Lakes. The Architectural Control Committee may join with the Architectural Control Committee of any other section or sections of Shadow Lakes for purposes of establishing a combined budget for the joint maintenance of open spaces, landscaped areas, landscape easement areas, lake, drainage and utility easement areas and any other easement areas, and the provision of other approved services as described above, and divide the cost of same equally among the lot owners in all sections of Shadow Lakes which participate in the combined budget.

3.12. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns or said Architectural Control Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee. The right of assignment hereby reserved to the Architectural Control Committee is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Architectural Control Committee may determine. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

3.13. The members of the Architectural Control Committee shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Architectural Control Committee as well as public liability insurance protecting all lot owners in Shadow Lakes against claims arising through the activities of the Architectural Control Committee, its successors and assigns.

9/13/18

ARTICLE 4. OTHER CONDITIONS.

4.01. These covenants and restrictions shall be taken to be read covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrators, successors and assigns until December 31, 1997, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent them or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

4.04. If any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

4.06. Any corporation or association which may be the transferee or assignee as provided in paragraph 3.12 hereof shall have the same power to levy, assess and collect funds from lot owners and to expend such funds as is set forth in paragraphs 3.10 and 3.11 hereof for the Architectural Control Committee. In addition, any transferee or assignee that is a non-profit association in which the owners of lots in Shadow Lakes have the right to elect the trustees of the association on a one-vote-per-lot basis shall have the right to levy, assess and collect an amount not to exceed two hundred dollars (\$200.00) per year from each and every lot owner in said Shadow Lakes for purposes of carrying out its responsibility to the lot owners, provided such power shall not be effective unless persons making up a majority of the Board of Trustees are owner-occupants of Shadow Lakes, and provided further that such limit of two hundred dollars (\$200.00) per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of October 1988.

4.07. Section 2 of Shadow Lakes may be joined with other sections of Shadow Lakes so as to form one over-all subdivision to be served by one over-all property owners' association for the maintenance and care of all

9/13/18

open space, landscaped areas and easement areas so designated in all sections of Shadow Lakes, and to provide such other services as may be approved by a majority of the lot owners in all sections of Shadow Lakes.

4.08. None of the restrictions and covenants set out in this instrument shall in any manner affect or be operative in respect of any other lands of the Owner or its successors or assigns unless and until an appropriate document extending the coverage of the provisions of this instrument to such other lands has been placed of record in Hamilton County, Indiana.

IN WITNESS WHEREOF, the said Republic Development Corporation, an Ohio corporation, has caused this instrument to be executed by its respective duly authorized representative this 8th day of May 19 91.

Signed, Acknowledge and  
Delivered in the Presence of

REPUBLIC DEVELOPMENT CORPORATION, an  
Ohio Corporation

Richard D. Arnos

By: Richard D. Arnos, Chairman  
Richard D. Arnos, Chairman

Notary Public

STATE OF OHIO

COUNTY OF LUCAS

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Arnos, Chairman of Republic Development Corporation, who acknowledged that he did sign said instrument as such Chairman of said Republic Development Corporation, on behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Richard D. Arnos as such officer and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official this 8th day of May 19 91

Notary Public



This instrument prepared by  
Republic Development Corporation  
3150 Republic Blvd. N., Suite 2  
Toledo, Ohio 43615  
Richard D. Arnos, Chairman

JEAN M. DICUS  
Notary Public, State of Ohio  
My Comm. Exps Oct 31, 1993

9113118

EXHIBIT "A"

SHADOW LAKES  
SECTION 2

1. the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Southeast Quarter of Section Thirteen (13), Township Eighteen (18) North, Range Three (3) East, located in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section Thirteen (13), Township Eighteen (18) North, Range Three (3) East, thence South 88 degrees 38 minutes 02 seconds West along the South line of said Quarter Section 1409.60 feet to the POINT OF BEGINNING, thence continuing South 08 degrees 38 minutes 02 seconds West along the South line of said Quarter Section 746.94 feet, thence North 00 degrees 27 minutes 08 seconds West 895.56 feet, thence North 08 degrees 38 minutes 02 seconds East 504.00 feet, thence South 01 degrees 21 minutes 58 seconds East 139.98 feet, thence North 88 degrees 38 minutes 02 seconds East 210.00 feet, thence South 01 degrees 21 minutes 58 seconds East 180.00 feet, thence South 01 degrees 21 minutes 58 seconds East 151.27 feet to a point on a curve concave southerly the radius of said curve being South 13 degrees 20 minutes 02 seconds East 185.00 feet from said point, thence easterly along said curve an arc length of 32.18 feet to the point of tangency of said curve the radius point of said curve being South 03 degrees 21 minutes 58 seconds East 185.00 feet, thence South 03 degrees 21 minutes 58 seconds East 202.86 feet, thence South 08 degrees 38 minutes 02 seconds West 58.60 feet, thence South 01 degree 43 minutes 45 seconds East 211.00 feet to the place of beginning, containing 13.826 acres more or less. Subject to all legal highways, rights-of-way and easements of record.

This subdivision consists of 27 lots numbered consecutively from 26 thru 52 (both inclusive). The size of the lots and width of the streets are shown in feet and decimal parts thereof.

CERTIFIED: June 13, 1989

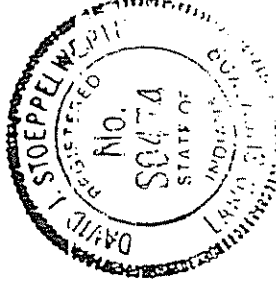


David B. Stoepelwerth  
Registered Land Surveyor  
No. 50474

10124517/metes  
01/18/88

This Instrument Recorded \_\_\_\_\_ 1991  
Sharon K. Cherry, Recorder, Hamilton County, Indiana

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BEST POSSIBLE IMAGE



CONSULTING ENGINEERS  
 LAND SURVEYORS  
 9140 Arrowhead Rd. • P.O. Box 59967 • Indianapolis, IN 46259  
 (317) 445-5335 • 1-800-774-4917 • FAX: (317) 445-5342

JOB ID \_\_\_\_\_  
 CONTROL # 10124

# INSTR. # 9116318

9116318

SURVEYOR'S CORRECTION

I, the undersigned Registered Land Surveyor, certify that the Secondary Plat of Shadow Lakes, Section 2, recorded as Instrument #9113119 and P.C. No. 1, Slide No. 168 in the Office of the Recorder of Hamilton County, Indiana, contains errors.

1. On Sheet No. 2 Lots 26 thru 31, 48 thru 50 and Rosemill Drive are shown as it was recorded under Instrument #9113119 and P.C. No. 1, Slide No. 168 in the Office of the Recorder of Hamilton County.
2. On Sheet No. 3 the corrected Lots 26 thru 31, 48 thru 50, and Rosemill Drive are shown.
3. On Sheet No. 4 the platted curve data is shown above and crossed out and the corrected information is shown below.

CERTIFIED: July 3, 1991

*David J. Stoepelwerth*  
 David J. Stoepelwerth  
 Registered Land Surveyor  
 No. 50474

*7-3-91*

This instrument prepared by David J. Stoepelwerth

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RECORDED IN  
 HAMILTON CO. IN

NO COPIES  
 TO BE FILED

DULY ENTERED FOR TAXATION  
 Subject to final acceptance for transfer  
 3 day July 19 91  
*Polly Pearce* Auditor  
 Hamilton County

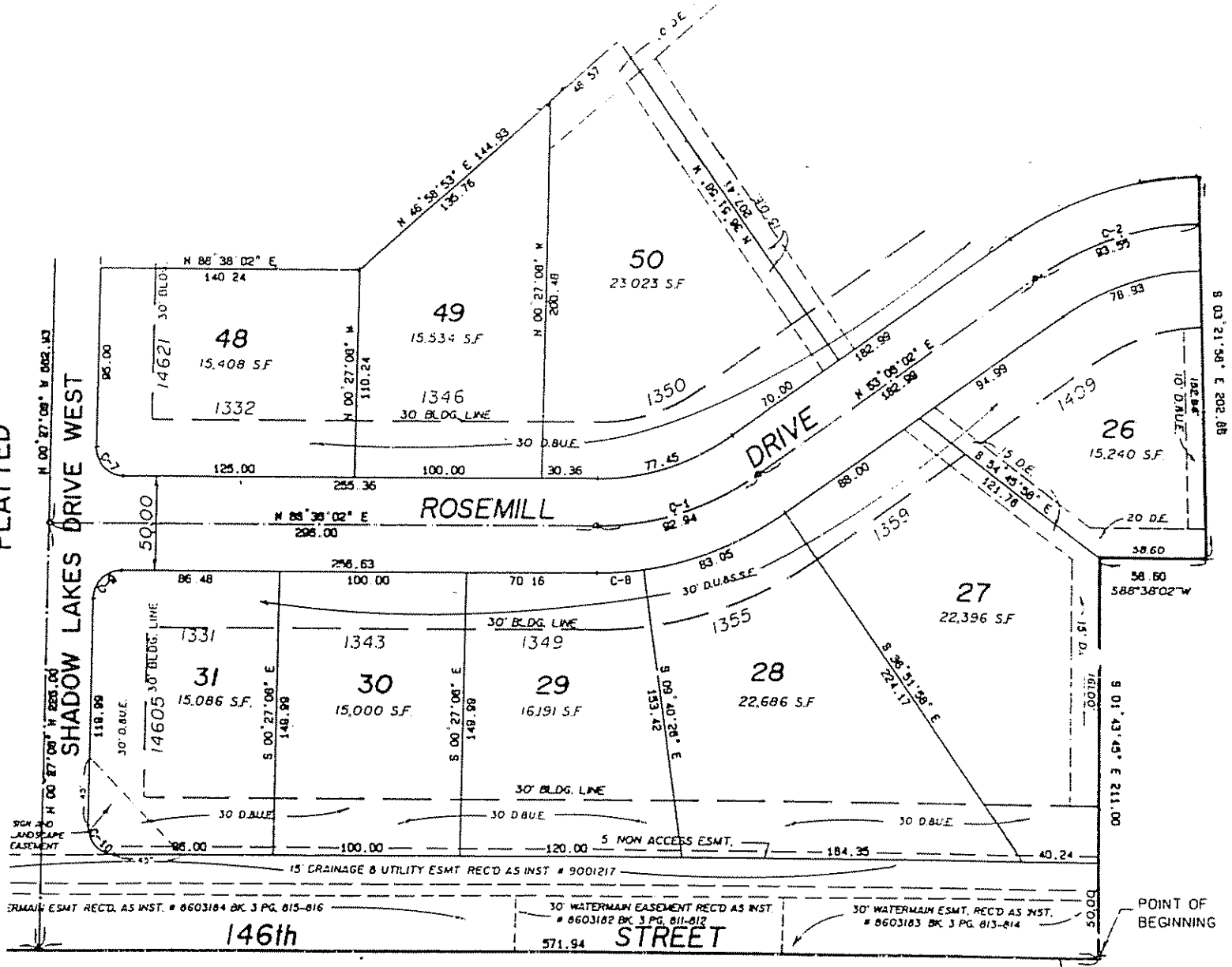
Parcel # \_\_\_\_\_



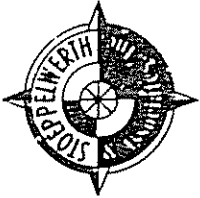
CONSULTING ENGINEERS  
LAND SURVEYORS  
1418 Johnsonville Rd. • P.O. Box 507987 • Indianapolis, IN 46254  
(317) 845-5935 • (317) 845-5917 • FAX: (317) 845-5942

JOB ID \_\_\_\_\_  
CONTROL # 10124

PLATTED



9116318



CONSULTING ENGINEERS  
 LAND SURVEYORS  
 1110 Albemarle Pl. • P.O. Box 591997 • Indianapolis, IN 46258  
 (317) 545-5935 • 1-800-724-4917 • FAX (317) 545-5942

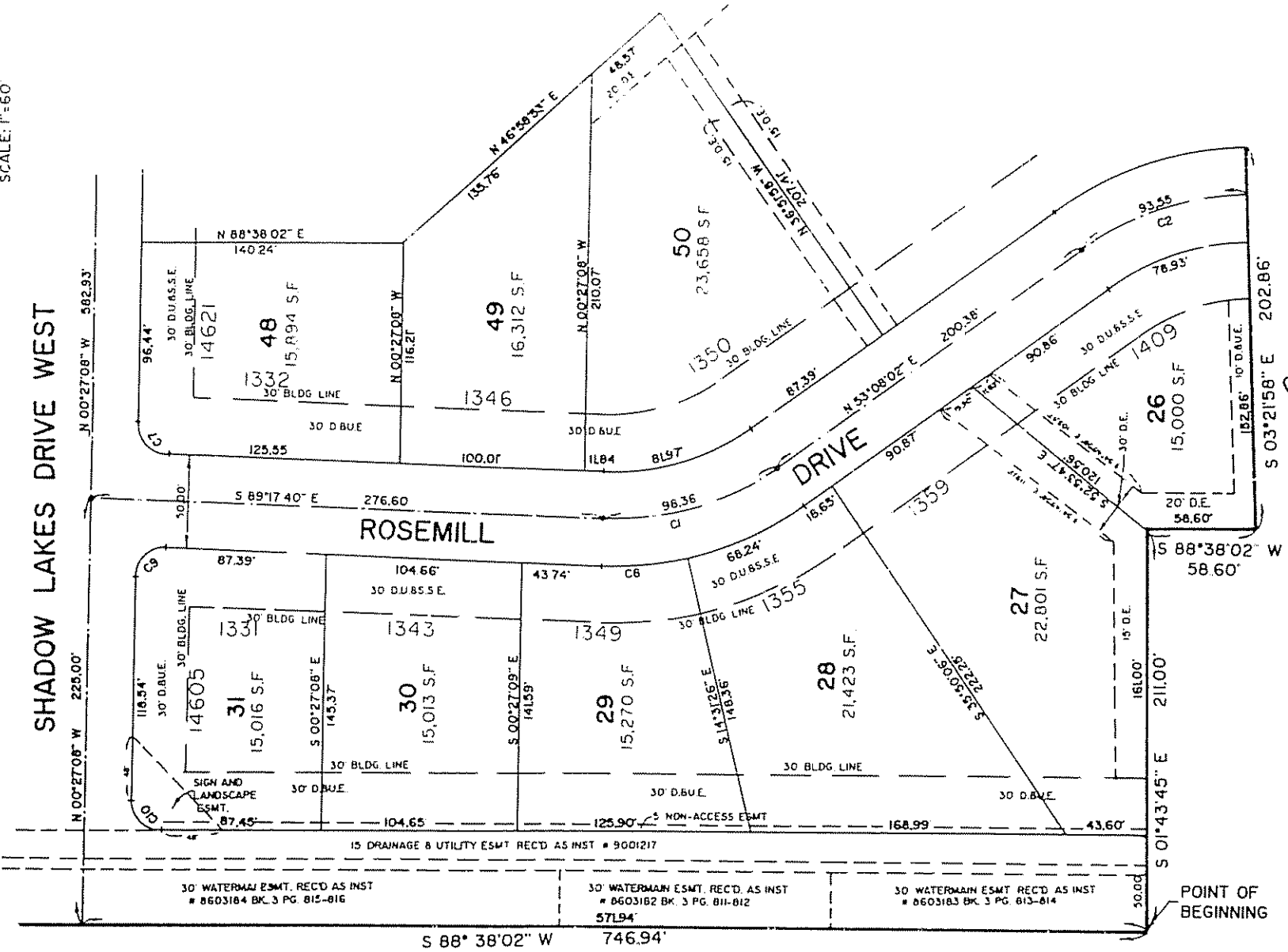
JOB NO. \_\_\_\_\_  
 CONTROL # 10124



SCALE: 1"=60'

**CORRECTED**

**SHADOW LAKES DRIVE WEST**



9116318

PAGE 1 OF 4

MADE ALDICH 7/23/18



CONSULTING ENGINEERS  
 LAND SURVEYORS  
 918 Albersville Rd • P.O. Box 507007 • Indianapolis, IN 46150  
 (317) 849-5935 • 1-800-728-4917 • FAX: (317) 849-5942

JOB ID \_\_\_\_\_  
 CONTROL # 10124

PLATTED  
 CURVE DATA

Curve No.	Radius	Delta	Length	Tangent	Chord
1	150.00	035 30 00	66.04	46.00	N 70 59 04"E
2	150.00	032 30 00	63.66	46.15	S 21 21 52"W
3	150.00	043 38 01	114.23	60.05	S 44 05 27"W
4	150.00	089 05 10	233.23	147.63	N 44 05 33"E
5	15.00	089 05 22	23.32	14.76	S 81 39 00"W
6	185.00	009 50 04	32.18	16.13	S 81 39 00"W
7	15.00	090 54 36	17.51	9.91	N 10 13 50"W
8	15.00	089 05 00	17.51	9.91	N 10 13 50"W
9	15.00	080 54 36	17.51	9.91	S 83 24 24"E
10	15.00	066 52 36	17.51	9.91	S 83 24 24"E
11	15.00	066 52 36	17.51	9.91	N 10 13 50"W
12	15.00	066 52 36	17.51	9.91	N 10 13 50"W

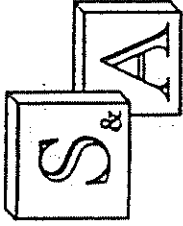
CORRECTED  
 CURVE DATA

Curve No.	Radius	Delta	Length	Tangent	Chord
1	150.00	037 34 18"	98.36	51.02	N 71 55 11"E
2	160.00	033 30 00"	93.55	48.15	S 69 53 02"W
3	150.00	043 38 01"	114.23	60.05	S 21 21 52"W
4	150.00	089 05 10"	233.23	147.63	S 44 05 27"W
5	15.00	089 05 22"	23.32	14.76	N 44 05 33"E
6	185.00	009 58 04"	32.18	16.13	S 81 39 00"W
7	15.00	088 50 32"	23.26	14.70	S 83 05 27"E
8	175.00	015 13 46"	46.52	23.40	N 83 05 27"E
9	15.00	091 09 28"	23.87	15.31	S 45 07 36"W
10	15.00	090 54 38"	23.80	15.24	S 45 07 36"W
11	15.00	066 52 36"	17.51	9.91	S 83 24 24"E
12	15.00	066 52 36"	17.51	9.91	N 10 13 50"W

7.3

9116318





9001217

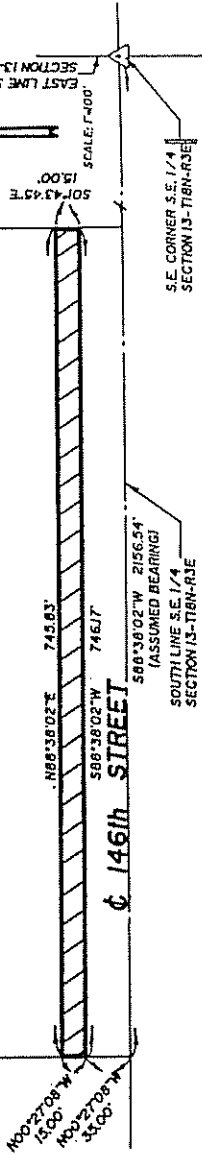
FILE 10/24

# STOEPPELWERTH & ASSOCIATES, INC.

CONSULTING ENGINEERS & SURVEYORS

9940 ALLISONVILLE ROAD • P.O. BOX 509007 • INDIANAPOLIS, IN 46250 • (317) 649-5935

## SHADOW LAKES SECTION 2 (FUTURE)



### PROPOSED DRAINAGE & UTILITY EASEMENT

Part of the Southeast Quarter of Section 13, Township 18 North, Range 3 East, in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 13, Township 18 North, Range 3 East; thence South 88 degrees 38 minutes 02 seconds West (assumed bearing) along the fourth line of said Quarter Section 2156.54 feet; thence North 00 degrees 27 minutes 08 seconds West 35.00 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 27 minutes 08 seconds West 15.00 feet; thence North 88 degrees 38 minutes 02 seconds East parallel with the South line of said Quarter Section 745.83 feet; thence South 01 degrees 43 minutes 45 seconds East 16.00 feet; thence South 88 degrees 38 minutes 02 seconds West parallel with said South line 746.17 feet to the place of beginning containing 0.256 acres, more or less.

In witness whereof, Richard D. Arnos, acting in accordance with his authority as Chairman of Republic Development Corporation, the owner of the above described land, has executed this instrument this 12th day of January 1990. INST. # 8805930 A-REF.

REPUBLIC DEVELOPMENT CORPORATION

Richard D. Arnos, Chairman

State of Ohio )  
                  ) SS  
County of Lucas

This Instrument Recorded 1/16 1990  
Sharon K. Cherry, Recorder, Hamilton County, IN

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard D. Arnos, Chairman of Republic Development Corporation, and acknowledged the execution of this instrument on behalf of Republic Development Corporation as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 12th day of January 1990

County of Residence: Hamilton  
My Commission Expires: 12-07-91

*Raymond H. Webb*  
Notary Public MAXINE H. WEBB



This instrument prepared by David J. Stoepfelwerth

10124 (cont./notes)  
(MHW-R) (WAR-F)

RECEIVED  
FOR RECORD  
JAN 16 9 39 AM '90  
SHARON K. CHERRY  
RECORDER  
HAMILTON CO. IN

# INSTR. # 9001217

# INSTR. # 911 5993

**Society**

SWIFT: TOLUSS  
 TXZ: 810-442-1004 TOL TRUST  
 FAX: 419-259-8464  
 Telephone: 419-251-0676  
 P.O. Box 10099  
 Toledo, Ohio 43699-0099

9115993

IRREVOCABLE STANDBY  
 LETTER OF CREDIT

Number 173

DATE: May 20, 1991

TO: BENEFICIARY

Hamilton County Commissioners  
 Court House  
 Noblesville, Indiana 46060

M A I L T O

APPLICANT

Republic Development Corporation  
 3150 Republic Blvd., N., Suite 2  
 Toledo, Ohio 43615

ADVISING BANK

X  
 X  
 X

AMOUNT U.S. \$69,800.00 (United States  
 Dollars Sixty Nine Thousand Eight  
 Hundred and 00/100)  
 EXPIRY DATE  
 May 20, 1992

Gentlemen:

We hereby issue in your favor our irrevocable Standby Letter of Credit which is available by payment of your draft drawn  
 on Society Bank and Trust, Toledo, Ohio accompanied by

A signed statement from the Board of Commissioners of Hamilton County, Indiana that as of April 30, 1992 Republic Development Corporation has failed to install all or any part of the street improvements (including sub-base, stone, pavement, curbs, underdrains, and monuments) for Section 2 of the Shadow Lakes subdivision in accordance with the engineering plans signed by David J. Sloppp-leworth, Registered Engineer #19358 (consisting of 11 sheets) dated 06-09-89, as revised through 07-05-89

Partial drawings are permitted.

X

X

X

BOARD OF COMMISSIONERS  
 OF THE COUNTY OF HAMILTON

*Steven P. Dullweber*  
*James J. Chitt*  
*William R. Karna*

DATE June 3, 1991

ATTEST: *William R. Karna*  
 HAMILTON COUNTY AUDITOR

Drafts must be marked.

Drawn on for Society Bank and Trust, Toledo, Ohio Letter of Credit No. 5273 dated May 20, 1991

We hereby engage with you that drafts, drawn under and in compliance with the terms of this credit will be duly honored by us, if presented, together with document(s) as specified, and the original of this credit, at this office on or before the expiry date

Yours very truly,

*David F. Hays*  
 (Authorized Signatory)

**Society**

# INSTR. # 9115994

**Society**  
Society Bank & Trust  
International Division

SWIFT TOLUS33  
TWX 810442-1606 TOL TRUST  
FAX 419 259 8484  
Telephone 419 259 8076  
P.O. Box 10099  
Toledo, Ohio 43699-0099

**9115994**

IRREVOCABLE STANDBY  
LETTER OF CREDIT

Number  
6266

DATE: May 8, 1991

TO: BENEFICIARY  
Hamilton County, Indiana  
c/o Kenton C. Ward, County Surveyor  
942 Maple Avenue  
Noblesville, Indiana 46060

APPLICANT

Republic Development Corporation  
3150 Republic Blvd. N., Suite 2  
Toledo, Ohio 43615

ADVISING BANK

AMOUNT U.S.\$50,000.00 (United States  
Dollars Fifty Thousand and 00/100)

X

EXPIRY DATE

May 8, 1992

Gentlemen:

We hereby issue in your favor our Irrevocable Standby Letter of Credit which is available by payment of your draft drawn at Sight on Society Bank and Trust, Toledo, OH accompanied by

A signed statement from The Board of Commissioners of Hamilton County, Indiana that as of April 30, 1992 Republic Development Corporation has failed to install all or any part of the storm sewer improvements for Section 2 of the Shadow Lakes subdivision in accordance with the engineering plans signed by David J. Stoepelwerth, Registered Engineer #19538 (consisting of 11 sheets) dated 6-9-83, as revised through 7-5-89.

Partial drawings are permitted.

\*\*\*\*\*

6-28-1991  
with enclosure, Hamilton County, OH

BOARD OF COMMISSIONERS  
OF THE COUNTY OF HAMILTON

*Shirley C. Bell*  
*William R. Kern*  
DATE June 5, 1991

ATTEST:  
HAMILTON COUNTY AUDITOR

Drafts must be marked

"Drawn under Society Bank and Trust, Toledo, Ohio Letter of Credit No. 6266 dated May 8, 1991. We hereby engage with you that draft, drawn under and in compliance with the terms of this credit will be duly honored by us, if presented together with document(s) as specified, and the original of this credit, at this office on or before the expiry date

Yours very truly,

*Shirley C. Bell*  
(Authorized Signature)

**Society**

9122646

CORPORATE QUITCLAIM DEED  
AND AMENDMENT TO SHADOW LAKES DECLARATION REF. #91-13118

THIS INDENTURE WITNESSETH, That REPUBLIC DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Ohio and admitted to do business in the State of Indiana, QUITCLAIMS to SHADOW LAKES HOMEOWNERS' ASSOCIATION, INC., an Indiana not for profit corporation (as successor to the ARCHITECTURAL CONTROL COMMITTEE of the Shadow Lakes subdivision) for the sum of Ten (\$10.00) dollars and other good and valuable consideration, the receipt of which is hereby expressly acknowledged, all of its right, title or interest in or to any or all of the following described real estate in Hamilton County, State of Indiana:

ALL OF THE COMMON AREAS OF SHADOW LAKES AND ANY RESIDUAL STRIP OR CORE AND LIKE KIND OF REAL ESTATE REMAINING FROM THE PLATTING PROCESS TOGETHER WITH ALL EASEMENTS AND DEDICATED AREAS OF THE SHADOW LAKES PLATS WHICH ARE TO BE MAINTAINED, SUPERVISED AND MANAGED BY AND FOR THE BENEFIT OF THE SHADOW LAKES COMMUNITY AND THE LOT OWNERS THEREIN AS DEPICTED IN THE FOLLOWING PLATS IN HAMILTON COUNTY: SHADOW LAKES SECTION II, RECORDED AS INSTRUMENT #91-13119 and SHADOW LAKES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT #91-13118 all as recorded in the Office of the Recorder of HAMILTON COUNTY.

The undersigned person, RICHARD D. ARNOS, executing this deed on behalf of the Grantor, REPUBLIC DEVELOPMENT CORPORATION, represents and certifies that he is the duly elected Chairman of the corporation and has been fully empowered, by proper resolution of the Board of Directors of the corporation to execute and deliver this deed; that the grantor corporation has full corporate capacity to convey the real estate described herein and that all necessary corporate action for the execution and delivery of this conveyance has been completed.

IN WITNESS WHEREOF, the grantor, REPUBLIC DEVELOPMENT CORPORATION, has caused this deed to be executed this 16th day of AUGUST, 1991.

REPUBLIC DEVELOPMENT CORPORATION  
BY Richard D. Arnos  
RICHARD D. ARNOS, CHAIRMAN

This Instrument Recorded 8-29  
Sharon K. Cherry, Recorder, Hamilton County

Grantor certifies that no corporate gross income tax is due hereby.

STATE OF OHIO )  
                  ) SS:  
COUNTY OF LUCAS )

Before me a notary Public in and for said County and State, personally appeared RICHARD D. ARNOS, CHAIRMAN OF THE BOARD OF REPUBLIC DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Ohio and admitted to do business in the State of Indiana, and acknowledged the execution of the foregoing Corporate Quitclaim Deed And Amendment for and on behalf of the corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial seal this 16th day of August, 1991.

My commission expires on October 31, 1993.

Signature \_\_\_\_\_  
Printed JEAN M. DICUS  
Residing in Lucas County, Ohio



Send tax statements and return this instrument to the corporate offices of SHADOW LAKES HOMEOWNERS' ASSOCIATION, INC. at its principal resident agent's address: c/o J. Nickels, 36 S. Pennsylvania #730 Indianapolis, In 46204

This instrument was prepared by JAMES R. NICKELS, ATTORNEY AT LAW.

**INSTR. # 9122646**

**DULY ENTERED FOR TAXATION**  
Subject to final acceptance for transfer  
29 day of August 1991  
Polly Pearce Auditor  
Hamilton County

9122647

ASSIGNMENT AND TRANSFER OF AUTHORITY  
FOR MANAGEMENT OF SHADOW LAKES SUBDIVISION REF#91-13118

For a valuable consideration the receipt of which is hereby acknowledged REPUBLIC DEVELOPMENT CORPORATION, ASSIGNOR, an OHIO CORPORATION authorized to do business in the State of INDIANA as OWNER-DEVELOPER of the real estate which was platted by it under Secondary Plat of SHADOW LAKES subdivision recorded as instrument #91-13119 as restricted by its companion DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHADOW LAKES & SHADOW LAKES HOMEOWNERS' ASSOCIATION, INC. as instrument #91-13118 in the Office of the Hamilton County Recorder, for itself and as and for the ARCHITECTURAL CONTROL COMMITTEE, created in said documents (pursuant to procedures set out therein);

NOW TRANSFERS, ASSIGNS, GRANTS AND QUITCLAIMS all of its right, title or interest in, under, and through said plat process and all interests of any kind in and to the real estate heretofore quitclaimed to the SHADOW LAKE HOMEOWNERS' ASSOCIATION, INC. by corporate quitclaim deed recorded as Instrument 91-22416 and all other relationships growing out of said platting and development to: SHADOW LAKES HOMEOWNERS' ASSOCIATION, INC. (an Indiana not for profit Corporation authorized to do business for and on behalf of the lot and home owners in said subdivision) TOGETHER WITH A BARGAIN AND SALE of all personalty used in said development both on site and off site becoming part of the infra-structure of the development and integrated into the systems supporting the utility of the subdivision whether water lines, sewer lines or other utility and the supporting easements, licenses or other rights accompanying the development and installations thereon and therefrom.

IN WITNESS WHEREOF, the ASSIGNOR has executed this assignment this 16th day of August 1991.

This Instrument Recorded 8-29 1991  
Sharon K. Cherry, Recorder, Hamilton County, Indiana

REPUBLIC DEVELOPMENT CORPORATION

BY: Richard D. Arnos  
RICHARD D. ARNOS, CHAIRMAN

ACKNOWLEDGEMENT

STATE OF OHIO )  
                  ) SS  
COUNTY OF LUCAS )

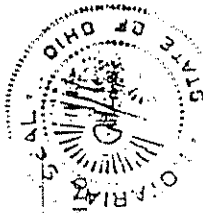
Before me, a Notary Public in and for said County and State, personally appeared RICHARD D. ARNOS known to me as said officer and acknowledged the execution of the foregoing ASSIGNMENT, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of August 1991.

My commission expires October 31, 1993

Signature Jean M. Ricus

Printed JEAN M. RICUS  
A Notary residing  
in Lucas County, OHIO



ACCEPTANCE OF ASSIGNMENT AND TRANSFER OF AUTHORITY

SHADOW LAKES HOMEOWNERS' ASSOCIATION, INC. having reviewed the above and foregoing ASSIGNMENT of all rights, privileges, duties and

(ACCEPTANCE continued on the back hereof)

**INSTR. # 9122647**

(ACCEPTANCE continued)

obligations to be exercised for the benefit of the lot and home owners of the SHADOW LAKES subdivision now accepts such assignment and the BARGAIN AND SALE of such personality as is required to exercise the rights, privileges, duties and obligations of said assignment and transfer.

SHADOW LAKES HOMEOWNERS' ASSOCIATION, INC.  
BY: Richard D. Arnes

This Instrument Recorded  
8-29-91  
Sharon K. Chaffy, Recorder, Hamilton County, Indiana


ACKNOWLEDGEMENT

STATE OF OHIO )  
                  ) SS  
COUNTY OF LUCAS )

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Arnes known to me as an officer in and for said SHADOW LAKES HOMEOWNERS' ASSOCIATION, INC. who acknowledged the execution of the foregoing ACCEPTANCE, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of August 1991.

My commission expires  
October 31, 1993

Signature Jean M. Dicus  
Printed JEAN M. DICUS  
A Notary residing  
in Lucas County, Ohio  


THIS INSTRUMENT WAS PREPARED BY JAMES R. NICKELS, ATTORNEY AT LAW



9122647

9122647  
James R. Nickels

9/22/91

INSTR. # 9356885

9356885

ASSIGNMENT

We, the undersigned, as members of the Architectural Control Committee established pursuant to the provisions of that certain Declaration of Covenants, Conditions and Restrictions of Shadow Lakes, Section 2, a single-family residential development in the Town of Westfield, Hamilton County, Indiana dated May 8, 1991 and recorded in the public records of Hamilton County, Indiana on June 4, 1991 as document number 9113118 do hereby assign and transfer to Shadow Lakes Homeowners' Association, Inc. an Indiana not-for-profit corporation, in accordance with the provisions of Section 3.12 of said Declaration of Covenants, Conditions and Restrictions, all of the rights, powers, duties and obligations of said Architectural Control Committee and authorize, empower and otherwise confirm in the Shadow Lakes Homeowners' Association, Inc. the ability to administer, enforce and carry out the duties of the Architectural Control Committee as defined and set forth in the Plat and the said Declaration of Covenants, Conditions and Restrictions for Section 2 of Shadow Lakes.

In Witness Whereof, the undersigned, being all of the members of said Architectural Control Committee, have caused this Assignment to be executed this 1st day of November, 1993.

Signed, Acknowledged and Delivered in the Presence of:

*[Handwritten signatures of witnesses]*

*[Handwritten signatures of Richard D. Arnos and William C. Mitchell]*  
Richard D. Arnos  
William C. Mitchell  
Richard L. Arnos

STATE OF OHIO )  
                  ) SS:  
COUNTY OF LUCAS)

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Arnos, William C. Mitchell and Richard L. Arnos, members of the Architectural Control Committee for Section 2 of the Shadow Lakes development in the Town of Westfield, Hamilton County, Indiana, who acknowledged that they did sign this instrument as members of said Architectural Control Committee and that said instrument is the voluntary act and deed of said Richard D. Arnos, William C. Mitchell and Richard L. Arnos for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 1st day of November, 1993.



ACCEPTANCE OF ASSIGNMENT AND TRANSFER OF AUTHORITY

Shadow Lake Homeowners' Association, Inc., having reviewed the above and foregoing Assignment of all rights, privileges, duties and obligations

This instrument Recorded 11-17-93  
Sharon K. Cherry, Recorder, Hamilton County, IN

to be exercised for the benefit of the lot and homeowners of the Shadow Lakes development now accepts such Assignment.

SHADOW LAKES HOMEOWNERS' ASSOCIATION, INC.

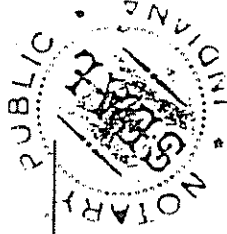
By Christopher J. Mann

STATE OF INDIANA )  
                          ) IS.  
COUNTY OF MANROCK )

Before me, a Notary Public in and for said County and State, personally appeared Christopher J. Mann known to me as an officer in and for said Shadow Lakes Homeowners' Association, Inc. who acknowledged the execution of the foregoing Acceptance, and who, having been duly sworn, stated that the representations therein contained are true.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 11 day of November, 1993.

Jennifer A. Miller  
Notary Public  
Residing in Manrocks  
Commission Expires 5-27-95



This instrument prepared by:  
Richard D. Arnos  
3150 Republic Boulevard, North, Suite 2  
Toledo, Ohio 43615

This Instrument Recorded 11-17-93  
Sharon K. Cherry, Recorder, Hamilton County, IN

9356885