

CANAL PLACE
Section 2

DESIGNATION OF ADDITIONAL REAL ESTATE

DECLARATION OF RESTRICTIONS
OF
CANAL PLACE, SECTION TWO

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JENNIFER J HAYDEN
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THIS DECLARATION made this 26th day of February, 2004, by The Marina Limited Partnership and The Marina I L.P., Indiana Limited Partnerships (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, the Developer, pursuant to the original Declaration of Restrictions of Canal Place Section One, recorded on 18th day of May, 2000 as Instrument Number 200000024053, specifically reserved the right and privilege to itself to include additional real estate to the development; and

WHEREAS, now the Developer does hereby exercise his option and adds the additional real estate known as Canal Place, Section Two, as legally described in Exhibit "A", and

WHEREAS, the Developer is about to sell and convey the residential lots in Canal Place, Section Two 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; and

NOW, THEREFORE, The Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following:

All Restrictions shall run with 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 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.

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

A. "Committee" shall mean the Canal Place 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. The Developer may, at its sole option at any time hereafter relinquish to the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean Canal Place Property Owner's Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 10 of this Declaration.

C. "Lot" shall mean any parcel of real estate excluding "Blocks", 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.

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

E. "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 any 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 structures shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house.

Prior to issuance of an Improvement Location Permit, a delineation of the lot shall be submitted for approval to the Development Control Committee. Said delineation shall indicate all trees which have a diameter of more than six (6) inch caliper at a point five feet above the tree's natural base and which are located outside the building, driving, and parking areas. These shall be designated by type and size and shall not be removed unless approved by the Development Control Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a materially adverse effect upon the aesthetic values of adjoining lands and rights-of-way.

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

covenant, an easement for ingress and egress shall be reserved on each lot for the performance thereof.

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

In addition to individual site plan restrictions and tree preservation requirements administered by the Development Control Committee, platted building lines, minimum distances between buildings and minimum front and rear building lines shall be established on each plat.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots. In no event shall any such accessory outbuilding 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.

D. Other Restrictions. All tracts of land in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

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

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, or accessory buildings shall be as specified in the recorded plats of the various sections of the Development. Basements shall not be included in the computation of the minimum living area except for that portion of a walkout basement which is to be finished as a living area and approved by the Development Control Committee.

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 the designated number of feet from the right-of-way of the road upon which the lot abuts as set forth upon the plats of the Development.

(iv) Side Yards. The side yard set-back lines shall not be less than nine (9) feet from either side line of the lot.

(v) Rear Yards. The rear set-back line shall be at least twenty (20) feet from the rear line. In the case of lots which abut Geist Reservoir, a twenty (20) foot easement in favor of the Indianapolis Water Company, its successors or assigns, must be observed in addition to any special considerations required by governmental authority with regard to wetlands and/or flood protection grade elevation.

C. No Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, fences will not be allowed. Variances may be granted, but no perimeter fencing will be allowed in the Development.

D. Trees. A lot must have at least two (2) shade trees growing upon it in the front yard by the time the house is completed.

E. Individual Yard Lights Required on Each Lot. 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 which may require, for the purpose of uniformity and appearance, that said yard light be purchased from the Developer or its designee.

F. 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. The Committee may require, for the purpose

of uniformity and appearance, that the mailbox be purchased from the Developer or its designee.

G. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material acceptable to and approved by the Development Control Committee. All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road.

H. Heating Plants and Garages. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house. Every house in the Development must have at least a two-car garage, attached or detached of the same architectural design and material as that of the house constructed on the lot.

I. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

J. 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.

K. 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 matter as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

- (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.
- (vi) Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting in accordance with

landscaping standards of the Canal Place Development Control Committee.

L. Association'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 Association 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 Association 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 Association or 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 OR 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 any storm drain or Geist Reservoir. By purchase of a lot, each owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Indianapolis Water Company, its successors or assigns, the Developer or the Association in any manner provided at law of 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.

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

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of Hamilton Southeastern Utilities, Inc.

5. GENERAL PROHIBITIONS AND REQUIREMENTS.

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 trucks (one ton or larger), campers, trailers, commercial vehicles, boats, or similar vehicles shall be parked on any street or lot in the Development.

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.

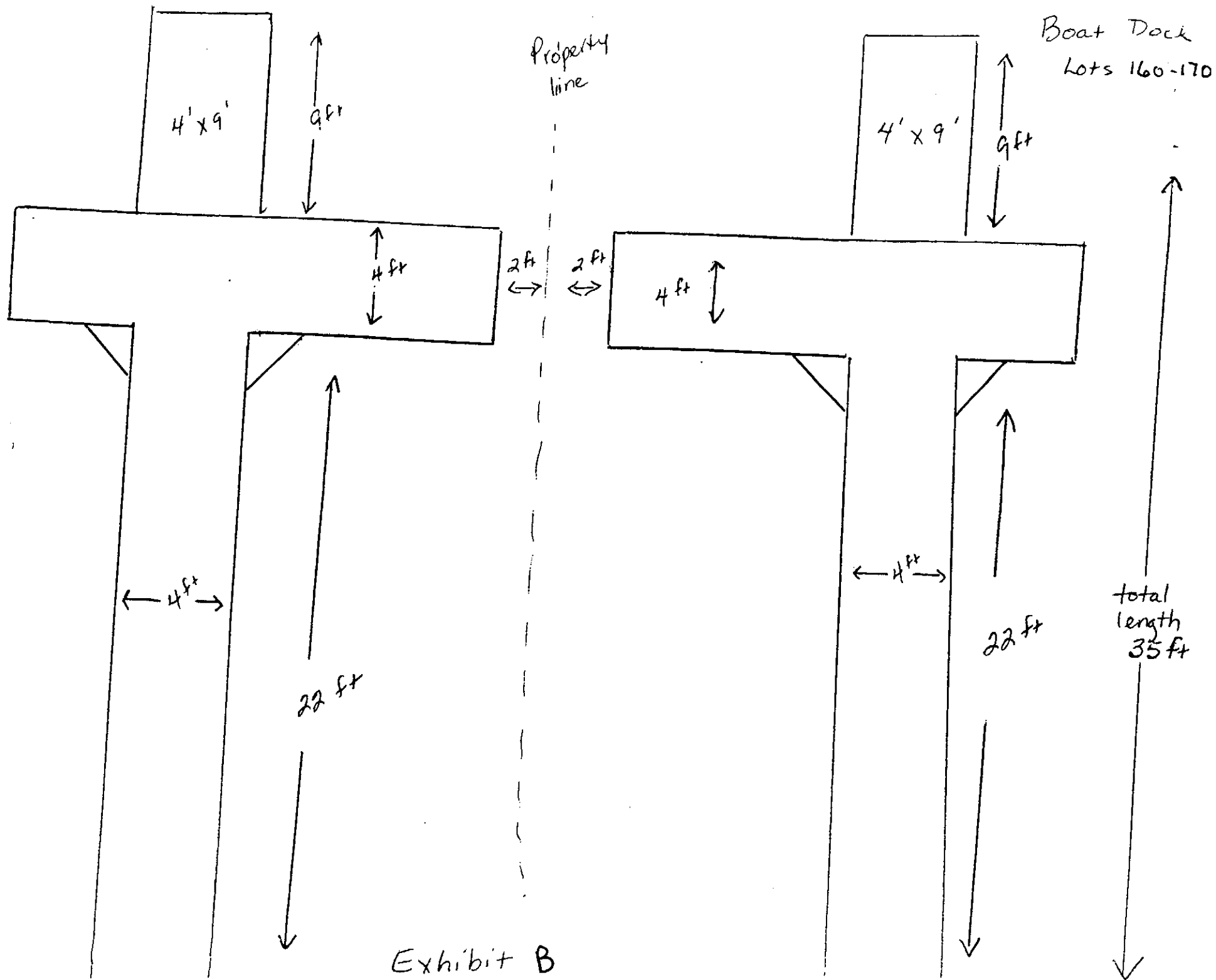
F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Any receptacle for trash, rubbish or garbage shall be so placed and kept as not to be visible from any street or lot 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.

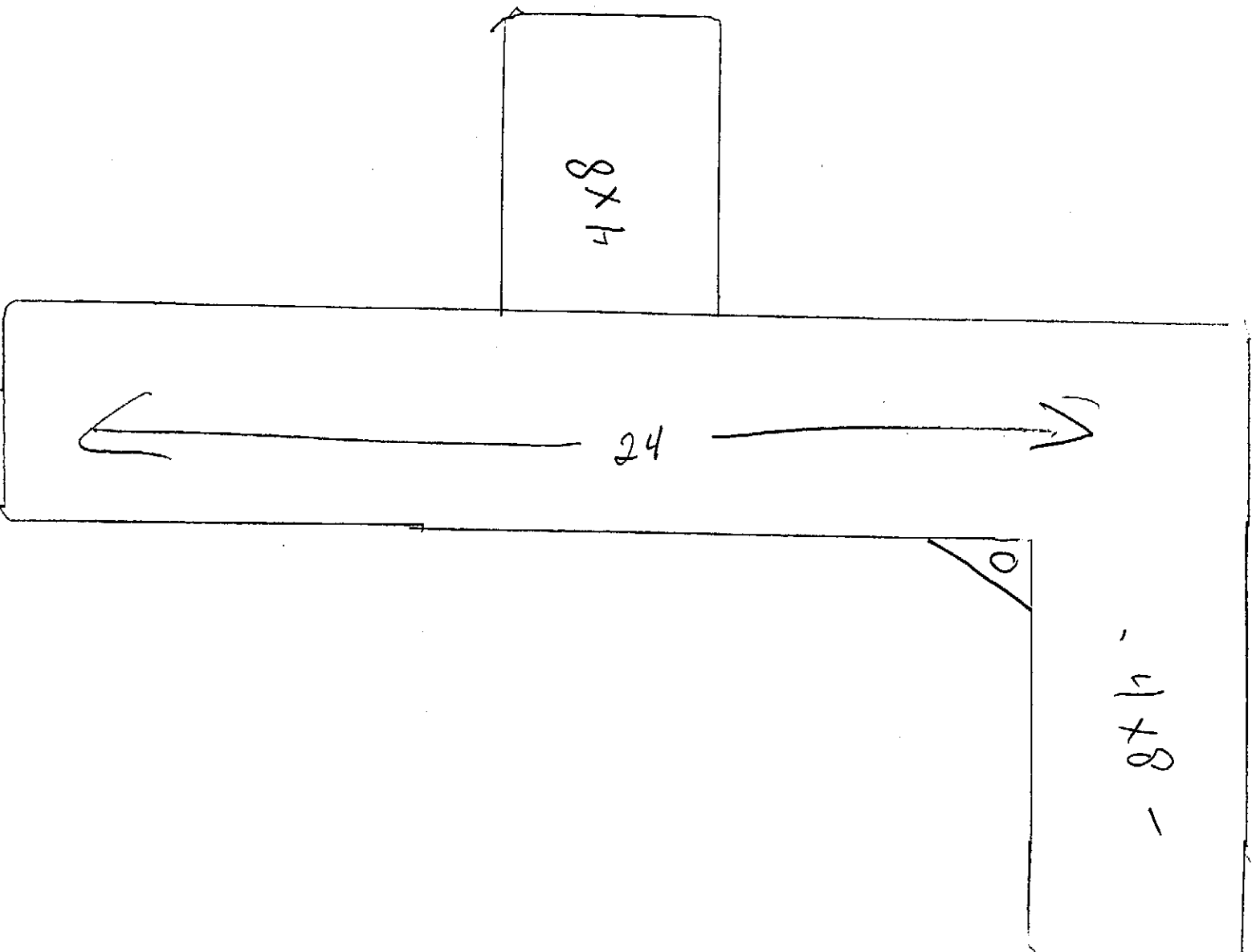
H. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, storage building, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot.

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.

J. Boat Dock Restrictions Affecting Lots in Canal Place, Section Two. The developer, to provide access to Geist Reservoir, has created a channel which meanders adjacent to the shoreline and extends the entire length along the north shoreline of Canal Place, Section Two, and adjacent to lots 168, 169 and 170. The channel has a limited width which requires the developer to impose restrictions on the location of boat dock systems placed on lots 168, 169 and 170. This limitation and restriction is necessary to promote the safety and provide maximum recreational benefits to lot owners of Canal Place, Section Two, as well as other persons who navigate the channel. The developer restricts the boat dock systems on the above lots and requires that the boat docks shall be configured according to Exhibit B labeled "Boat Dock Configuration Restriction". These boat dock restrictions are hereby imposed on the above lots and the developer imposes these restrictions to run with the above real estate and lots. These restrictions are in



CANAL PLACE
DOCKS LOTS 86-102, 171-173



addition to all other rules and regulations imposed on these reservoirs by the Indianapolis Water Company, its successors or assigns, including, but not limited to certain license agreement dated October 19, 1970, recorded in Miscellaneous Records 121, Pages 206-216 as Instrument 4863 with amendments.

K. Boat Dock System Configuration Restrictions on Canal Lots. There exists in Canal Place, Section Two, a canal which abuts the western and northwestern property lines of lots 82 through 102 inclusive as well as lots 170 through 173 inclusive in Canal Place, Section Two. The canal has a limited width which requires developer to impose the following restrictions on boat dock systems on the canal lots which about this canal described above. The developer restricts the boat dock systems as follows:

- (i) the boat dock system shall be installed by the developer and located on the lots parallel to the canal;
- (ii) the boat docks' distance into the canal from the lot line of the above-described lots and its location on the lot shall be approved by the Canal Place Development Control Committee; and
- (iii) the lot owners shall obtain written permission from the Canal Place Development Control Committee prior to relocating or replacing a boat dock system on the above-described canal lots.

L. Docks and Piers. All docks and piers constructed adjacent to any lot in the Development shall be for the personal use of the lot owner. No pier, dock or other structure may be constructed in such a manner that any portion thereof extends beyond a reasonable distance from the shore into Geist Reservoir and in no event shall any pier, dock or other structure be erected that does not conform to the specifications established by the Committee, which are as follows:

- (i) All docks must be floating and secured to avoid release by flood waters.
- (ii) There shall be no covered boat docks without the specific written approval of the Development Control Committee.
- (iii) All docks shall be white, gray or natural in color.
- (iv) Anchoring devices must be hidden.
- (v) Plans for the placement of all boat docks must be submitted to the Development Control Committee for approval before installation is commenced.
- (vi) There shall be no individual launch sites or ramps constructed on any residential lot.

- (vii) Any boathouse constructed upon a lot may not protrude into the Reservoir, but must be constructed and excavated back into the lot. In addition to approval by the Development Control Committee such construction may require approval by the U.S. Army Corps of Engineers or other governmental body or the Indianapolis Water Company, its successors or assigns.

- (viii) In all instances of the above recited installations such construction shall conform to the requirements of such governmental bodies as may be applicable.

M. Beaches. No beach may be constructed on Geist Reservoir unless the plans and specifications for the beach are submitted to and approved by the Committee and the Indianapolis Water Company, its successors and assigns, if required. Beaches shall be constructed of sand only. No spoil materials shall be placed or allowed to collect in Geist Reservoir which result from beach construction. Placement of materials to construct a beach may require a federal permit. If such a permit is required, it is the purchaser's responsibility to obtain such permit.

N. Seawalls and Shoreline Protection. It shall be the responsibility of Purchasers of waterfront lots in the Development who desire to construct seawalls or other types of shoreline protection on their lots to contain erosion. It is the responsibility of the Owner to obtain approval of the U.S. Army Corps of Engineers and permits required from state and local agencies before construction of any shoreline protection.

O. Utility Services. Utility services shall be installed underground in or adjacent to public rights-of-way to minimize removal of trees. 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 appropriate governmental body where the streets are public and by the property owners where there are private drives, if any.

P. 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.

Q. Prohibition of Antennas. No exposed radio, cable or television antennas and/or large satellite dishes shall be permitted within the Development. However, small diameter, 2 feet and less, roof-mounted satellite dishes and devices shall be allowed after they are approved by the Development Control Committee.

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

6. CANAL PLACE 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, boat dock system 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 three (3) 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 $1/4" = 1'$ and all plot plans shall be drawn to a scale of $1" = 30'$, or to such other scale as the Committee shall require.

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

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

(b) The design, building materials 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 hereof, 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 a reasonable time after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

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

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

E. Continuation of Committee. When the Developer notifies the Association of discontinuance of its Development Control Committee, then the Directors of the Association, or their designees, shall continue the functions of the Committee with like powers.

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

8. USE OF THE RESERVOIR.

A. All operation of boats upon Geist Reservoir is pursuant to a license that shall be exercised in accordance with the limitations made by the joint committee of the Developer and the Indianapolis Water Company made according to the procedures set out in the License Agreement recorded in Book 121, Instrument No. 4863, in the Office of the Recorder of Hamilton County, Indiana and the license agreement recorded as Instrument No. 70-46985 in the Office of the Recorder of Marion County. If legally

permissible, this Committee shall have the power to assess fines for the violation of any limitations on boat traffic on Geist Reservoir in accordance with the schedule of fines promulgated by it, and which shall become a charge upon the lot 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 Developer, such charge has remained due and payable for an unreasonably long period of time, the Developer may institute such procedures, either at law or in equity, by foreclosure, or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees incurred by the Developer in collecting the same. Every owner of a lot in the development and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Developer all fines that shall be made pursuant to this Paragraph 8 of the Restrictions.

9. PROPERTY RIGHTS IN BLOCKS AND PRIVATE DRIVES AND EASEMENTS

A. Landscape and Common Area Blocks, and/or Landscape Easements, Canal Place

(i) **LANDSCAPE BLOCKS.** Certain alphabetical blocks are created for the benefit of the Developer and the Canal Place Property Owner's Association, Inc. for the installation, construction, maintenance, repair, reconstruction and replacement of road, earthen mounds, plantings and other landscaping, walls, fences, entry ways, columns, landscape irrigation systems, accent lighting systems, street lights, subdivision, signage, identification and other items.

(ii) **OWNERSHIP, USE AND ENJOYMENT OF LANDSCAPE EASEMENT BLOCKS AND COMMON AREA BLOCKS.** "Commons" and "Commons Area" and "Landscape Easements" shall mean those areas set aside for conveyance to the Canal Place Proper Owner's Association, Inc., as shown on the plat. Any commons depicted on the recorded plats of the Development shall remain private, and neither the Developer's execution of recording of the plats nor the during of any other act by the Developer is, or is intended to be, or shall be construed, as a dedication to the public of the commons.

Certain blocks in the development are created and reserved for the use and benefit of the Developer and the Canal Place Property Owner's Association, Inc. for the purposes

of providing green space, landscaping and allowing for recreational type activities, including, but not limited to providing access to boat dock systems. However, no launching of watercraft including, but not limited to motorboats shall take place from these blocks. In addition, these spaces shall remain private and no act or omission on behalf of the Developer or the Canal Place Property Owner's Association, Inc. shall be construed as a dedication of this space to the public.

(iii) A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of the Developer, shall from time to time grant, for the use and enjoyment of the commons, is granted to the persons who are from time to time members of the Canal Place Property Owner's Association, Inc. Ownership of any commons shall be conveyed in fee simple title, free of financial encumbrances to the Canal Place Property Owner's Association, Inc. upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Canal Place Property Owner's Association, Inc. and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such commons to the Canal Place Property Owner's Association, Inc.

B. Exclusive Ownership Blocks

Exclusive blocks are created for the exclusive use, benefit and enjoyment of certain lot owners as designated herein, to provide among other things, access to Geist Reservoir. These exclusive blocks may provide among other things potential access to boat docks adjoining the block. If the Developer makes a boat dock available the exclusive blocks will be deeded in fee based upon the percentage ownership interest to the owners of the lots which have ownership rights therein based upon the percentage. The ownership of the undivided interest in these exclusive blocks shall not be separately conveyed nor transferred.

(i) Maintenance of Exclusive Blocks. The Developer may install walkways and, where applicable, stairways and other improvements, within exclusive blocks designated on this plat for the use, benefit and enjoyment of the lot owners referred to the proceeding paragraph. It shall be the obligation of each of the lot owners entitled to the use and benefit of exclusive blocks and any improvement situated thereon to maintain said exclusive blocks and improvements in a safe, orderly and sightly condition at all times. In furtherance thereof, it shall be the obligation of each of the owners of the lots entitled to the use and benefit of exclusive blocks to contribute an equal share of the costs of the repairs and maintenance of the Block and any improvements located within said exclusive blocks, where a majority of the owners of lots entitled to the use and benefit of a particular walkway to repair, maintain, and/or make improvements to any walkway or other improvements located within exclusive blocks and one or more of the owners entitled to use said exclusive blocks, fail to pay their allocable share of such repair, maintenance, or improvements, then the owners paying such costs may file a lien for reasonable value of labor performed and materials furnished as prescribed by the lien

laws of the State of Indiana against any such lot and the owner thereof and recover the full assessment owed, together with interest from due date and reasonable attorney fees.

C. Private Drives, Blocks Designated as "P. D."

Where private drives are shown on this plat and designated "P.D." those lot owners abutting such drives shall own equal and undivided interest in such drives as tenants in common, and it shall be the obligation of each owner in common with the other lot owners abutting such drives to contribute an equal share of the cost of maintenance of such drives. Where a majority of lot owners served by a private drive elect to repair such drive and one or more lot owners fail to pay their allocable share of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana against any such lot and the owner thereof and recover the full assessments owed together with interest from due date and reasonable attorney's fees. The private drive may contain utilities (private or public) to serve said lots in which event the several property owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set out for drives. All private drives (P.D.) shall be utility easements (U.E.).

The ownership rights in the above-described landscape common area of blocks, exclusive blocks, and private drives will be designated and depicted on the recorded plats of development.

10. CANAL PLACE PROPERTY OWNERS ASSOCIATION, INC.

A. In General. There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as Canal Place Property Owner's Association, Inc. which is referred to as the "Association". Every owner of a residential lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions on other owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of a semi-annual charge.

B. Classes of Membership. The Association shall have two classes of voting membership.

Class A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer, who shall be entitled to five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) On the date the Developer sells the last lot and no longer owns any lots or land in the Development.

C. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

D. Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

(i) The Association shall maintain and repair the Common Area Blocks and Landscape Easements or Blocks shown on the plat(s) including improvements thereof.

(ii) The Association shall maintain the landscaping located in Landscape Easements, Common Area Blocks and/or Landscaping Blocks, and the landscaping and any entrance treatments located in the right-of-way at the entrance and shall keep such areas in a neat, clean and presentable condition at all times.

(iii) The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance and such other insurance as it deems necessary or advisable.

(iv) The Association may contract for such services as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

(v) The Association shall provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of Common Areas.

(vi) The Association may be required to care for, maintain and repair and rebuild common drives, private drives or walkways within the project that are not subject to maintenance by governmental authority. (A private drive is a drive which serves more than one dwelling unit.)

11. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, except the Developer, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual or semi-annual assessments or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The annual or semi-annual and special

assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. No charge or assessment shall ever be levied by the Association against the Developer.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area and improvements, operated or maintained by the Association, and the landscape easements on the Development and other purposes as specifically provided herein.

C. Special Assessments for Capital Improvements and Operating Deficits. In addition to the semi-annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

D. Private Drives. The Developer and/or Canal Place Property Owner's Association may levy special assessment against the owners with regard to private drives in connection with their maintenance or repair.

E. Notice and Quorum for Any Action Authorized Under Sections C and D. Written notice of any meeting called for the purpose of taking any action authorized under Section C or D shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Semi-Annual Assessments: Due Dates. The annual or semi-annual assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed or on the date the owner signs a land contract to purchase a lot. The Board of Directors shall fix any increase in the amount of the assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. The due

dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any lot shall be binding upon the Association as of the date of its issuance.

H. Effect of Non-Payment of Assessments: Remedies of the Association.

Any charge levied or 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 at the time the charge fell due. Such charge shall bear interest at the rate of twelve percent (12%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. Every owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph of the Restrictions.

I. Subordination of the Lien to Mortgage. The lien of the assessments 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. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any lot pursuant to the foreclosure of any first mortgage on such lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

J. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the services to be provided by the Association together with the right to use the facilities of the Association, of any member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions owed by the member remains unpaid, (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii)

during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

12. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. If a legal action is instituted to enforce any restriction, the lot owner or owners shall be obliged to pay any expenses or costs, including Attorney fees, incurred by Developer or Association in enforcing any violation of Restrictions.

Any violation of the above rights and obligations with respect to the blocks, private drives and maintenance of boat docks, boat dock restrictions or ingress and egress easements shall give the developer and/or the association the right to seek immediate injunctive relief to preclude such activities and, in addition, may collect reasonable attorneys' fees for violation of the above 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, reoccurrence or continuance of such violation or violations of these Restrictions.

13. 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, Committee and of the Association 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, Committee and the Association 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.

14. TITLES.

The 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.

16. AMENDMENT.

The Declaration may be amended, from time to time as follows:

A. Class B Members. Developer reserves, for the benefit of the Developer, the right and power and each Owner by acceptance of a deed to a Lot is deemed to and does grant to the Developer a Power of Attorney coupled with an interest, the burden of which interest shall run with the title to the Lot, and shall be irrevocable except by Developer for a period of seven (7) years from the date hereof, to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by the developer or any governmental agency, public authority or financial institution, (including the U.S. Department of Housing and Urban Development, the U.S. Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar agency), without the approval of the Lot Owners, or to the extent necessary to enable Developer to meet any other reasonable need or requirement including those associated with completion of the development of the Property and to facilitate the making and marketing of first mortgages upon any of the Lots. any amendment must be recorded and shall be effective upon recording.

15. 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, 2082, 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.

16. 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.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this
26th day of February, 2004

THE MARINA LIMITED PARTNERSHIP

BY:

Allen E. Rosenberg
ALLEN E. ROSENBERG, President
of MARINA II CORPORATION,
General Partner of
THE MARINA LIMITED PARTNERSHIP

THE MARINA I L.P.

BY:

Allen E. Rosenberg
Allen E. Rosenberg, President of
MARINA II CORPORATION,
General Partner of
THE MARINA LIMITED PARTNERSHIP,
General Partner of THE MARINA I L.P.

STATE OF INDIANA)

) SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared ALLEN E. ROSENBERG, President of Marina II Corporation, General Partner of The Marina Limited Partnership, who, for and on behalf of said Partnership, acknowledged the execution of the foregoing Declaration of Restrictions of Canal Place, Section Two.

Subscribed and sworn to before me this 26th day of February, 2004.

Gordon Byers
Gordon Byers, NOTARY PUBLIC

A Resident of Hamilton County

My Commission Expires:

December 5, 2008

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared ALLEN E. ROSENBERG, President of Marina II Corporation, General Partner of The Marina Limited Partnership, General Partner of The Marina I L.P., who, for and on behalf of said Partnership, acknowledged the execution of the foregoing Declaration of Restrictions of Canal Place, Section Two.

Subscribed and sworn to before me this 21st day of February, 2004.

Gordon Byers
Gordon Byers, NOTARY PUBLIC

A Resident of Hamilton County

My Commission Expires:

December 5, 2008

This instrument was prepared by Gordon D. Byers, Attorney at Law, P.O. Box 27,
Noblesville, IN 46061 (317) 773-3221

Land Description
Canal Place Section 2

A part of the land described in a Warranty Deed (under Exhibit 'D') to The Marina Limited Partnership per Instrument No. 86-29715 and part of the land described in a Corporate Warranty Deed to The Marina I, L.P., per Instrument No. 199909949873 as recorded in the Office of the Recorder of Hamilton County Indiana and also being a part of the South Half of Section 1, Township 17 North, Range 5 East, Fall Creek Township, in Hamilton County, Indiana, described as follows:

Commencing at the Southwest corner of said Section 1 said corner being located North 00 degrees 23 minutes 03 seconds East 2619.57 feet from the Southeast corner of the Northeast Quarter of Section 11, Township 17 North, Range 5 East (basis of bearings is the record plat of The Springs of Cambridge Section Four); thence along the approximate centerline of Olio Road, North 00 degrees 58 minutes 22 seconds East 688.01 feet; thence South 89 degrees 01 minutes 38 seconds East 236 feet, more or less, to the West shore line of a pond as established when Geist Reservoir is full (with the water level thereof being at an elevation of 785.0 feet above mean sea level)[the next 29 courses are recited for mathematical closure, with the actual boundary being along the Westerly, Southerly and Easterly shore of said pond as defined herein];(1) thence South 21 degrees 21 minutes 03 seconds East 51.26 feet;(2) thence South 16 degrees 16 minutes 44 seconds East 46.13 feet;(3) thence South 00 degrees 36 minutes 30 seconds East 47.95 feet;(4) thence South 27 degrees 13 minutes 29 seconds East 47.98 feet;(5) thence South 17 degrees 32 minutes 24 seconds East 36.20 feet;(6) thence South 78 degrees 05 minutes 20 seconds East 113.77 feet;(7) thence South 89 degrees 26 minutes 34 seconds East 88.98 feet;(8) thence North 78 degrees 58 minutes 45 seconds East 67.20 feet;(9) thence North 43 degrees 38 minutes 31 seconds East 12.91 feet; (10) thence North 07 degrees 09 minutes 34 seconds East 23.37 feet;(11) thence North 44 degrees 50 minutes 20 seconds East 78.05 feet;(12) thence North 60 degrees 00 minutes 53 seconds East 47.93 feet;(13) thence North 44 degrees 33 minutes 26 seconds East 14.09 feet;(14) thence North 16 degrees 16 minutes 53 seconds East 54.16 feet;(15) thence North 10 degrees 22 minutes 51 seconds East 48.62 feet;(16) thence North 31 degrees 09 minutes 21 seconds East 52.53 feet;(17) thence North 47 degrees 17 minutes 24 seconds East 13.04 feet to the POINT OF BEGINNING;(18) thence continuing North 47 degrees 17 minutes 24 seconds East 23.51 feet;(19) thence North 22 degrees 59 minutes 58 seconds East 34.76 feet;(20) thence North 05 degrees 03 minutes 43 seconds East 60.49 feet; (21) thence North 00 degrees 13 minutes 03 seconds East 48.45 feet;(22) thence North 04 degrees 04 minutes 40 seconds West 51.51 feet;(23) thence North 73 degrees 34 minutes 56 seconds West 46.27 feet;(24) thence North 72 degrees 40 minutes 59 seconds West 25.95 feet;(25) thence North 53 degrees 29 minutes 36 seconds West 37.49 feet;(26) thence North 26 degrees 44 minutes

Ex. A -

29 seconds West 39.78 feet;(27) thence North 15 degrees 54 minutes 16 seconds East 31.91 feet;(28) thence North 62 degrees 35 minutes 04 seconds West 23.20 feet;(29) thence North 18 degrees 25 minutes 19 seconds West 43.26 feet to the South bank of a canal connecting said pond with said Geist Reservoir as established when said Reservoir is full (with the water level thereof being at an elevation of 785.0 feet above mean sea level) [the next 25 courses are recited for mathematical closure, with the actual boundary being along the Southerly, Southeasterly and Easterly shore of said canal as defined herein];(1) thence North 23 degrees 41 minutes 24 seconds East 22.50 feet;(2) thence North 60 degrees 33 minutes 12 seconds East 22.56 feet;(3) thence North 74 degrees 22 minutes 28 seconds East 74.83 feet;(4) thence North 69 degrees 37 minutes 31 seconds East 176.48 feet;(5) thence North 62 degrees 21 minutes 30 seconds East 122.95 feet;(6) thence North 70 degrees 08 minutes 50 seconds East 191.26 feet;(7) thence South 88 degrees 35 minutes 08 seconds East 61.52 feet;(8) thence South 78 degrees 41 minutes 24 seconds East 21.22 feet;(9) thence North 82 degrees 22 minutes 36 seconds East 26.19 feet;(10) thence South 65 degrees 13 minutes 54 seconds East 46.75 feet;(11) thence South 80 degrees 56 minutes 18 seconds East 30.91 feet;(12) thence North 85 degrees 55 minutes 51 seconds East 112.40 feet;(13) thence North 68 degrees 26 minutes 08 seconds East 70.53 feet;(14) thence North 57 degrees 19 minutes 08 seconds East 131.66 feet;(15) thence North 46 degrees 26 minutes 12 seconds East 226.21 feet;(16) thence North 42 degrees 00 minutes 26 seconds East 108.68 feet;(17) thence North 41 degrees 03 minutes 53 seconds East 113.58 feet;(18) thence North 38 degrees 31 minutes 15 seconds East 165.88 feet;(19) thence North 33 degrees 54 minutes 52 seconds East 87.95 feet;(20) thence North 23 degrees 59 minutes 26 seconds East 182.18 feet;(21) thence North 29 degrees 48 minutes 26 seconds East 191.86 feet;(22) thence North 43 degrees 18 minutes 47 seconds East 52.64 feet;(23) thence North 32 degrees 21 minutes 45 seconds East 50.36 feet;(24) thence North 16 degrees 20 minutes 27 seconds East 108.89 feet;(25) thence North 00 degrees 41 minutes 25 seconds West 145 feet, more or less, to the South shore line of Geist Reservoir as established when said reservoir is full (with the water level thereof being at an elevation of 785.0 feet above mean sea level); thence Easterly, Southeasterly, and Northeasterly along said meandering shore line 575 feet, more or less, to a point which bears North 13 degrees 08 minutes 52 seconds East 231 feet, more or less, from a point "A" which bears North 04 degrees 32 minutes 04 seconds West 864.57 feet from the centerline intersection of Giselle Way and Geist Ridge Drive in Canal Place Section Four, the Secondary Plat of which is recorded as Instrument No. 200200014909 in P.C. 2 Slide 754 in said Recorder's Office; thence leaving said shoreline South 13 degrees 08 minutes 52 seconds West 231 feet, more or less, to a non tangent curve having a radius of 175.00 feet, the radius point of which bears South 13 degrees 08 minutes 52 seconds West; thence Easterly along said curve 25.95 feet to a point which bears North 21 degrees 38 minutes 39 seconds East from said radius point; thence South 68 degrees 21 minutes 21 seconds East 28.15 feet; thence South 23 degrees 29 minutes 13 seconds West 149.99 feet; thence South 68 degrees 21 minutes 21

EA -

seconds East 299.96 feet; thence South 08 degrees 46 minutes 38 seconds West 228.21 feet; thence South 56 degrees 16 minutes 19 seconds West 129.13 feet; thence South 47 degrees 53 minutes 32 seconds East 94.48 feet to a Northerly corner of Lot 107 of said Canal Place Section Four (the next 5 courses are along the Northerly and Westerly lines of said Canal Place Section Four);(1) thence South 53 degrees 30 minutes 35 seconds West 247.16 feet to a non tangent curve having a radius of 275.00 feet, the radius point of which bears South 53 degrees 30 minutes 35 seconds West;(2) thence Southeasterly along said curve, 17.55 feet to a point which bears North 57 degrees 09 minutes 56 seconds East from said radius point;(3) thence South 67 degrees 13 minutes 57 seconds West 203.80 feet;(4) thence South 22 degrees 03 minutes 25 seconds East 84.93 feet;(5) thence South 22 degrees 24 minutes 03 seconds West 118.88 feet to the Northeast corner of Lot 54 of Canal Place Section One, the Secondary Plat of which is recorded as Instrument No. 200000024054 in P.C. 2 Slide 433 in said Recorder's Office (the next 11 courses are along the Northerly boundary of said Canal Place Section One);(1) thence South 85 degrees 09 minutes 02 seconds West 300.00 feet;(2) thence North 47 degrees 42 minutes 38 seconds West 229.44 feet;(3) thence South 37 degrees 56 minutes 13 seconds West 544.99 feet;(4) thence South 86 degrees 13 minutes 25 seconds West 382.12 feet;(5) thence South 76 degrees 48 minutes 32 seconds West 110.98 feet;(6) thence South 50 degrees 15 minutes 27 seconds West 180.03 feet;(7) thence North 86 degrees 37 minutes 58 seconds West 90.00 feet;(8) thence South 02 degrees 46 minutes 58 seconds West 39.72 feet to a curve to the left having a radius of 215.00 feet, the radius point of which bears South 87 degrees 13 minutes 02 seconds East;(9) thence Southerly along said curve, 84.99 feet to a point which bears South 70 degrees 07 minutes 59 seconds West from said radius point;(10) thence South 70 degrees 07 minutes 59 seconds West 150.00 feet;(11) thence North 53 degrees 01 minutes 21 seconds West 248 feet, more or less, to the Point of Beginning, containing 37.3 acres, more or less.

Ex A -

PLAT RESTRICTIONS CANAL PLACE SECTION TWO

The undersigned, The Marina I L.P. and The Marina Limited Partnership being the owners of record of the above described real estate, hereby certify that they do lay off, plat and subdivide the same into lots and streets in accordance with this plat and certificate.

This subdivision shall be known and designated as CANAL PLACE – SECTION TWO.

All public right of ways (public streets) shown hereon and not heretofore dedicated are hereby dedicated to the public for use as public streets.

1. EASEMENTS FOR DRAINAGE, SEWERS, UTILITIES AND LANDSCAPING: Lots are subject to drainage easements, sewer easements, utility easements, landscape easements and walkway easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public/private utility companies and governmental agencies as follows:

A. DRAINAGE EASEMENTS (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. No permanent or other structures shall be erected or maintained on said drainage easements including fences, patios, decks, walkways, landscaping and trees.

B. SEWER EASEMENTS (S.E.) are created for the use of Hamilton Southeastern Utilities, Inc., its successors or assigns, and/or the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public/private sanitary sewer available. No permanent or other structures shall be erected or maintained on said sewer easements including fences, patios, decks, walkways, landscaping and trees.

C. UTILITY EASEMENTS (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements. No permanent or other structures shall be erected or maintained on said utility easements including fences, patios, decks, walkways, landscaping and trees.

- D. LANDSCAPE EASEMENTS (L.E.) are created for the use of the declarants, The Marina I.L.P. and The Marina Limited Partnership, and their assigns for purposes of green space and areas to plant landscaping and trees.
 - E. The owners of all lots in this addition shall take title subject to the rights of public/private utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.
2. DWELLING SQUARE FOOTAGE REQUIREMENTS AND USE: All lots in this subdivision shall be known and designated as residential lots. No business building shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Zoning Ordinance of Noblesville, Hamilton County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height and residential accessory buildings. Any garage erected shall be of permanent type of construction and shall conform to the general architecture and appearance of such residence. The minimum square footage of finished living space of dwellings constructed on all Residential Lots shall be 2500 square feet for a single floor residence and 2800 square feet for a two story or multi-story residence with the ground floor having a minimum of 1400 square feet exclusive of porches, terraces, garages, carports, accessory buildings and basements.
3. FRONT YARD LIGHTS: A front yard light shall be installed and maintained on each lot in this subdivision by the respective owners thereof. Prior to the installation of said front yard light, drawings, diagrams and any other documents requested by the Development Control Committee (as defined in the Declaration of Restrictions) shall be submitted to said Committee for its approval. Such approval shall include design, color, location, height, tree preservation and overall characteristics of the lot and the subdivision. Light posts or front yard lights are not permitted within the Hamilton County Right of Way.
4. No sprinkler systems shall be placed on any lots within the right of way without obtaining a permit from the Hamilton County Highway Department. The Highway Department reserves the right to deny a permit for installing a sprinkler system within the right of way.
5. FENCES: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines. No tree shall be permitted to remain within said distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines. Fences, walls and landscaping are not permitted within the Hamilton County Right of Way.

6. RESIDENTIAL SETBACK REQUIREMENTS

- A. In General – Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development, except as provided herein.
- B. Definitions – "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel with, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.
- C. Front Yards – The front building setback lines (Building Line) shall be as set forth upon this plat of the Development.
- D. Cul-De-Sacs – If the particular lot abuts on a cul-de-sac, the front building setback line (Building Line) shall be as shown on the plat of that lot.
- E. Side Yards – Minimum side yard setback: No side yard shall be less than nine (9) feet from the sideline of the lot.
- F. Rear Yards – Rear setback lines shall be at least twenty (20) feet from the rear lot line.

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

8. CONTROLLING DOCUMENTATION: The restrictions contained in the plat are an implementation of the Declaration of Restrictions of Canal Place, recorded as instrument No. 200000024053 in the Office of the Recorder of Hamilton County, Indiana and an Additional Designation of Real Estate, recorded as Instrument No. 200400012291 and any amendments thereto. In the event of a discrepancy between these Plat Restrictions and the Declaration, then the Declaration shall control.

9. DURATION: These covenants are to run with the land, and shall be binding to all parties and all persons claiming under them until January 1, 2080, 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.

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

11. The purchaser of a lot in this Section shall acquire said lot subject to all terms, provisions, conditions and assessments as required by administrative regulations imposed upon Hamilton Southeastern Utilities, Inc.

CANAL PLACE

DEVELOPMENT CONTROL COMMITTEE

GUIDELINES FOR ARCHITECTURAL CONTROL

INTRODUCTION:

Pursuant to the Declaration of Restrictions of Canal Place, The Canal Place Development Control Committee (“Committee”) is charged with the responsibility of preserving and enhancing the integrity of the development within the legal limits set out in these Restrictions. The Restrictions generally, provide that the Committee has the right to promulgate and enforce reasonable rules to regulate the external design, appearance, use, location and maintenance of the lots and improvements subject to the Restrictions in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures. In order to satisfy this responsibility, the Committee shall:

- a. Approve or disapprove plans and specifications for all new construction.
- b. Approve or disapprove plans and specifications for all exterior improvements on the subject lots. This includes but is not limited to fences, outbuildings, additions, and swimming pools.

PLANS AND SPECIFICATIONS TO BE SUBMITTED

In order to properly review proposed improvements, the Committee has established the following to be the minimum materials to be submitted in triplicate:

- a. All plans, drawings, or blueprints will be of professional quality and drawn to scale. Plans must include all exterior elevations, floor plans and foundation plan.
- b. Plans for any improvement must include information noting major building materials, i.e. brick, stone, siding, and proposed colors.
- c. A plot plan which identifies the following: location of house and driveway, finish floor elevation, location of any easements, location of proposed improvement, and location of any relevant factors such as neighboring homes, significant landscape barriers (existing or proposed). Plot plan shall include the distance of all improvements from property lines.

ARCHITECTURAL GUIDELINES

Any new building or improvement or any addition to an existing building must have prior written approval of the Committee before any work is undertaken. The Committee has established the following guidelines for specific types of construction and improvements on lots in Canal Place. Any addition, exterior alteration or change to an existing building shall be compatible with the design and character of the original structures.

FENCES

Perimeter fencing is not allowed in Canal Place!

LANDSCAPING AND PLANTINGS

Landscaping work and plantings in general do not require the approval of the Committee. However, trees, hedges and shrubs which restrict sign lines for vehicular traffic shall be cut back or removed. Special landscaping beyond that normally associated with a single family resident must be approved. All retaining and landscape walls must be approved. All front yards must be sodded unless an in-ground sprinkler system is installed. If you are uncertain about these requirements, please contact the Committee.

EXTERIOR ANTENNAS

Television, radio antennas, and satellite dishes may not be erected on the exterior of any home in the Development except for the small diameter, 2 feet or less, roof-mounted satellite dishes and devices, and only after Development Control approval.

SWIMMING POOLS

Permanent in-ground pools must have the approval of the Committee before any work is undertaken. The Committee will not approve aboveground pools. Temporary pools having a depth of two feet or less require no approval.

An application for the construction of a swimming pool will not be considered unless the application is accompanied by an acceptable fence design or evidence that the agency issuing the building permit will accept an automatic cover and that the subject pool plans include an automatic cover. The design shall conform to county or municipal regulations. Minimum side yard and rear yard requirements will be the same as those required for the home. Use of plantings in the vicinity of the pool is recommended to soften the effect of noise and activity on adjacent properties.

PLAY EQUIPMENT

Children's play equipment such as sandboxes, temporary pools having a depth of two feet or less, swing and slide sets, playhouses and tents shall not require approval provided such equipment is not more than six feet high, in good repair (including painting) and every reasonable effort has been made to screen or shield such equipment from view. Equipment higher than six feet requires the approval of the Committee with regard to design, location, color, material and use.

MISCELLANEOUS

Exterior lighting shall not be directed in such a manner as to create annoyance to adjacent properties.

Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection.

Homeowners shall make a reasonable effort to keep garage doors closed except during times of actual use of the garage facility.

Permanent clotheslines are prohibited.

INDIANAPOLIS WATER COMPANY AND THE SHOREWOOD CORPORATION

MORSE AND GEIST RESERVOIRS

Rules Concerning Structures and Other Activities at

Morse and Geist Reservoirs

Pursuant to the License Agreement dated October 19, 1970, between Indianapolis Water Company ("IWC") and The Shorewood Corporation ("Shorewood"), and to protect Geist and Morse Reservoirs from erosion, contamination, pollution, diminution of the water supply and interference with their proper use, function, and maintenance as water supply facilities, IWC and Shorewood adopt the following rules governing use of the Reservoirs and IWC's 20 feet easement around the Reservoir.

1. Structures

All structures to be located below the water's edge when the water in the Reservoir is at 785 feet above sea level at Geist Reservoir or 810 feet above sea level at Morse Reservoir ("legal shoreline"), or within the IWC 20 foot easement at either Reservoir must have prior written approval of the Geist or Morse Development Control Committee and conform to the following rules and standards.

No structure shall be permitted within the IWC 20 feet easement other than boathouses, docks, patios, landings and walkways (with handrails) located at ground level.

- a. Boathouses. There shall be permitted one (1) boat house per lot, the outside dimensions of which shall not exceed the lessor of 30 feet in width or 50% of the shoreline footage of the lot in width. Such boat house shall not extend into the reservoir beyond the legal shoreline. Nor shall any room or similar facility be built on top of any boat house. Only flat roofs are allowed.

- b. Docks All docks shall be floating and extend into the water no more than 35 feet from the property line. Any boat lift shall be attached to the owner's dock.

- c. Patios, Landings, Walkways. All patios, landings and walkways shall be made of wood. Any steps down to such structures shall also be made of wood. No part of any patio, landing or walkway structure shall be located in or over the Reservoir.

d. Shore Protection. All shore protection, rip rap, retaining walls and sea walls to be installed within the IWC 20 foot easement shall be constructed in accordance with Guidelines for Protecting Shoreline Property at Morse and Geist Reservoirs. No construction action may occur below the legal shoreline of the Reservoir unless (1) the property owner establishes to the satisfaction of the Geist or Morse Development Control Committee that confining shoreline protection to the owner's property will not adequately protect the owner's shoreline; and (2) the plans for this have the prior written approval of the appropriate Development Control Committee, Indianapolis Water Company and state and federal regulatory authorities having jurisdiction over such activity. No landings, railings or material of any kind shall extend over the Reservoir from any form of shore protection.

e. Retaining Walls. Retaining walls shall not exceed 5 feet in height. All retaining walls shall be constructed either (1) to hold an existing bank at its natural grade, or (2) to permit the owner to construct terraces on the lot which may be necessitated by the steep grade or topography of the lot in relation to the water.

2. Irrigation Systems. The pumping of water from Geist Reservoir is prohibited. No pipes or other irrigation equipment shall be located in the Reservoir or within the 20 foot easement.

3. Animals. No animals shall be kept or maintained on any lot abutting the Reservoirs except domesticated pets.

4. Wells and Septic Tanks. No water wells shall be drilled on any lot abutting the Reservoirs nor shall any septic tanks be installed on any lot abutting the Reservoirs except upon express approval of the Geist or Morse Development Control Committee and written consent of Indianapolis Water Company.

The foregoing rules are supplemental to all existing covenants and restrictions with respect to property abutting Morse or Geist Reservoir.

In the event that property abutting the Reservoirs is not subject to regulation by the Geist or Morse Development Control Committee, then all approvals with respect to such property required to be obtained pursuant to these rules from the Development Control Committee shall instead be obtained from Indianapolis Water Company.

Dated: 8/8/89

SHOREWOOD CORPORATION

By Stanley E. Sperry
Printed Stanley E. Sperry
Title Resident

INDIANAPOLIS WATER COMPANY

By Wm
Printed Wm
Title Sr VP Engineering

CANAL PLACE YARD LIGHT

Requirements:

Maxim

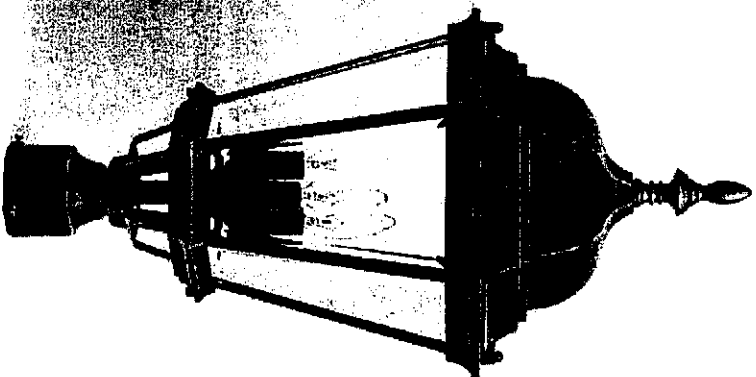
Globe - 1007RP

Post - 1091RP

Base Wrap- 1098RP

Westfield Lighting (896-3033)

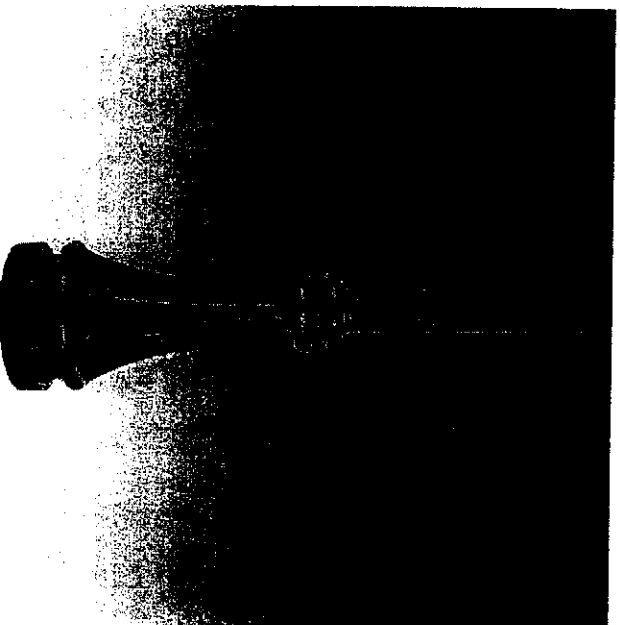
The Dusk to Dawn Yard Light is to be installed 20 feet from the back of the curb and 5 feet from the driveway.



Item#: 1007RP (Rust Patina)



Item#: 1091RP/PHC11 (Rust Patina)



Item#: 1098RP (Rust Patina)

N 89°40'07" W

E

$$\frac{E=804.83}{X}$$

1

1

1

11

11

100

11

6

—

H

8

1

Σ

1

3

20' U. &

30' S. D.

N 43°37'51" E
68.10'

PAVED DRIVE

60' B.5.4.

PROPOSED 2-STY FRAME RESIDENCE
WITH BASEMENT
FF=811.00
BASEMENT FF=802.00

BLOCK H

N 00°19'53" E
212.48'

The Dusk to Dawn Yard Light is to be installed 20 feet from the back of the curb and 5 feet from the driveway.

15' S., D. & U.E.

40' B.S.L.

LOT 1

25.03'

131.98'

20' S.D.&U.E.

DOI, U., S. & L.S.E.
SIGNAGE E.

CANAL PLACE