

**North Harbour
Property Owners'
Association, Inc.**

Governing Documents

October 1995

North Harbour Property Owners' Association, Inc.

P.O. Box 475

Noblesville, Indiana 46060

Articles
of
Incorporation

Articles of Incorporation
of
North Harbour Property Owners'
Association, Inc.

(As Amended December 31, 1993)

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**Articles of Incorporation
of
North Harbour Property Owners' Association, Inc.**

(As Amended December 31, 1993)

The undersigned, each of whom is a citizen of the United States, do hereby undertake to form a not-for-profit corporation without capital stock under the provisions of the Indiana Not-For-Profit Corporation Act of 1976, hereinafter referred to as the "Act".

Article I - Name

The name of the corporation is North Harbour Property Owners' Association, Inc., hereinafter referred to as "the Corporation".

Article II - Purposes and Powers

This Corporation is organized to operate as a mutual benefit corporation. The general objects, purposes and powers of the Corporation are as follows:

1. To own, manage, maintain and preserve property or lots in the area generally known as North Harbour at Noblesville, in Hamilton County, State of Indiana, and such other property or property interests which the Corporation may lawfully acquire.
2. To promote the recreation, health, safety and welfare of the members who are owners of lots in North Harbour at Noblesville, Indiana.
3. To provide for the payment of taxes and assessments, if any, by any governmental authority upon property of the Corporation.
4. To levy annual assessments and special assessments, each of which shall be a lien upon and against the lots of members of the Corporation and a personal obligation of such members and to sue to collect each of such assessments not paid; and to foreclose any such lien upon any lot for which an assessment is not paid.
5. To acquire by gift, purchase or other means, to own, hold, enjoy, lease, operate, maintain, convey, sell, transfer, mortgage, or otherwise encumber, or dedicate for

public use, real or personal property in connection with the business of the Corporation.

6. To expend the moneys collected by the Corporation from assessments, together with any and all other money received by the Corporation, for the payment and discharge of all proper costs, expenses, and obligations incurred by the Corporation in carrying out the purposes for which the Corporation is formed.
7. To do any and all lawful things and acts, and to have any and all lawful powers, which a corporation organized under and by virtue of the Indiana Not-For-Profit Corporation Act may do and have, and in general to do all things necessary and proper to accomplish the foregoing purposes.
8. The Corporation is organized exclusively for not-for-profit purposes and its activities shall be conducted for the foregoing purposes in such a manner that no part of its net earnings will inure to the benefit of any member, director, officer, or individual.
9. Should it become necessary or desirable, by majority vote of all members, to terminate and dissolve this Corporation, or should this Corporation be dissolved by Act of Law, all assets of whatever nature shall be valued, liabilities of whatever nature shall be allowed, deducted or paid, and the remainder shall be divided into equal shares and paid to all remaining members.
10. No part of the activities of the Corporation shall consist of attempting to influence legislation, by propaganda or otherwise, or directly or indirectly participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

Article III - Term of Existence

The period during which the Corporation shall continue as a corporation shall be perpetual.

Article IV - Resident Agent and Principal Office

The post office address of the principal office of the Corporation shall be 1312 Maple Avenue, Box 248, Noblesville, Indiana 46060 and the resident agent of the Corporation shall be Melvin A. Richards, 1312 Maple Avenue, Box 248, Noblesville, Indiana 46060.

Article V - Membership

1. The members of the Corporation shall be persons or corporations who at any time are owners (legal or equitable) of numbered residential lots in North Harbour, which lots are subject to a Declaration of Covenants and Restrictions permitting mandatory assessments by, for and on behalf of the Corporation, provided however, ownership of such lots shall not be deemed to include an interest in any such lot held only as security for the performance of an obligation to pay money. Members of the Corporation shall be entitled to one vote for each lot owned. When more than one person holds an interest in any such lot, all such persons shall be members. The vote of such lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any lot.
2. Membership of individuals in the Corporation shall lapse and terminate when an individual member ceases to be the owner of a numbered residential lot in North Harbour at Noblesville, Indiana which is subject to the Declaration of Covenants and Restrictions permitting mandatory assessments for this Corporation. However, the successor owner or owners of such lots shall automatically become members of this Corporation.
3. Any meeting of the members of the Corporation may be held at any place within Hamilton County, Indiana. The place at which a particular meeting of the members is to be held shall be stated in the notice of the meeting. Any matter requiring the vote of the membership may only be voted upon after being presented to the entire membership at a meeting of the membership and may not be presented for vote by written ballot; however, such matters may be voted in the form of a proxy which shall be submitted in writing.
4. Members may be suspended from voting privileges or from the use of properties and privileges of the Corporation associated therewith only after appropriate notice and a hearing before the Board of Directors of North Harbour Property Owners' Association, Inc.
5. There shall be no other preference, limitations, or restrictions with respect to the relative rights of the members.

Article VI - Directors

The affairs and business of the Corporation shall be managed by a board of directors consisting of not less than three nor more than fifteen members, the exact number to be stated in the by-laws of the Corporation. In the absence of such a statement in the by-laws, the number of directors shall be nine. Directors shall be members of the Corporation. Each member of the first board of directors shall serve for a term of two years; thereafter, each director shall serve for such term as may be prescribed by the by-laws.

The board of directors of the Corporation shall have power to adopt by-laws of the Corporation not inconsistent with these Articles or with the laws of the State of Indiana. Pursuant to the by-laws, the board of directors may elect a President, one or two Vice Presidents, a Secretary, one or two Assistant Secretaries, and a Treasurer. The officers shall have such qualifications, powers, and duties, and shall serve for such terms as may be provided in the by-laws of the Corporation.

Article VII - First Board of Directors

The names and addresses of the first board of directors are as follows:

Jim Anderson	404 Regents Park Lane
Gloria Stromwell	105 Chaucer Circle
Charles Lawson	315 Westchester Boulevard
Miriam Bechtol	506 Wexford Court
Perry Verille	388 Coventry Way
Walt Beaver	104 Chaucer Circle
Terry Collins	567 Westchester Boulevard
Steve McCuen	412 Roxbury Lane
Nicki Trabilsy	604 York Circle

All directors live in Noblesville, Indiana 46060.

Article VIII - Incorporators

The names and addresses of the incorporators are as follows:

Jim Anderson	404 Regents Park Lane
Charles Lawson	315 Westchester Boulevard
Miriam Bechtol	506 Wexford Court

All incorporators live in Noblesville, Indiana 46060.

Article IX - Property of Corporation

No property is to be taken over by the Corporation at or upon its incorporation, but this fact shall in no manner restrict the Corporation in respect of its later receiving property by donation, grant, purchase, or other means.

Article X

The Corporation is organized without capital stock and no part of the income of the Corporation shall inure to the benefit of any member, associate member, director or officer of the Corporation.

Article XI - Indemnification of Directors, Officers and Employees

The Corporation shall indemnify any director, officer or employee, or former director, officer or employee of the Corporation, against expenses actually and reasonable incurred by him (and not covered by insurance) in connection with the defense of an action, suit or proceeding (unless such action suit or proceeding is settled) in which he is made or threatened to be made a party by reason of being or having been such director, officer or employee, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duties to the Corporation or members. The Corporation may also reimburse any director, officer or employee, or former director, officer or employee, for the reasonable costs of

settlement of any such action, suit or proceeding, if it shall be found by a majority of the directors not involved in the matter in controversy (whether or not a quorum) that it was in the best interest of the Corporation that such settlement be made and that such director, officer or employee was not guilty of negligence or misconduct. Such rights of indemnification and reimbursement shall not be exclusive of any other rights to which such director, officer or employee may be entitled under any by-law, agreement, vote of members or otherwise.

So long as they have acted in good faith in a manner believed to be in the best interest of the association [Corporation] and said acts committed by the director do not indicate any misconduct or recklessness, the Corporation shall indemnify said person or persons pursuant to the 1991 Not-For-Profit Act.

Article XII - Amendment

None of the provisions of these Articles of Incorporation may be altered or amended in whole or in part in such a way as to bring them into conflict with the Declaration of Covenants and Restrictions in this Corporation. With the foregoing exception, these Articles may be freely amended in accordance with the provisions of the Indiana Not-For-Profit Corporation Act, as now or hereafter amended.

Code of By-Laws

**Code of By-Laws
of
North Harbour Property Owners'
Association, Inc.**

(As Amended December 31, 1993)

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**Code of By-Laws
of
North Harbour Property Owners' Association, Inc.**

(As Amended December 31, 1993)

Article I - Identification

Section 1.01 - Name

The name of the Corporation is North Harbour Property Owners' Association, Inc.

Section 1.02 - Fiscal Year

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December each year.

Article II - Membership

Section 2.01 - Qualification for Membership

Membership in the Corporation is limited to all persons who are shown of record to be an owner of a fee interest in a numbered residential lot in a section of North Harbour and who:

- A. Sign a Declaration of Covenants and Restrictions to be recorded in the Office of the Recorder of Hamilton County, subjecting said lot to covenants, restrictions, charges and liens set forth in such Declaration or;
- B. Hereafter sign an acceptance of the Declaration of Covenants and Restrictions set forth under section 2.01(A) or;
- C. Hereafter acquire from the Shorewood Corporation a lot or lots in North Harbour subjecting said lot or lots to the Declaration of Covenants and Restrictions set forth under section 2.01(A) or;
- D. Hereafter succeed to the ownership of a lot in a section of North Harbour which lot is subject to the Declaration of Covenants and Restrictions as a result of an act by a predecessor in title.

Section 2.02 - Evidence of Membership

The board of directors of the Corporation shall have the power (but not the duty) to cause the issuance of evidence of membership in the Corporation to the members thereof in such form as the board of directors shall prescribe.

Section 2.03 - Privileges of Membership

The members of the Corporation (and any person who both belongs to the family of a member and has the same residence as the member to whose family he belongs, and any person who is a guest of a member of the Corporation) shall have the privilege of using the areas designated as parks, commons or pedestrian easements in the plats of the Project, known as North Harbour, and any other recreational facilities within the Project that are owned by the Corporation, in accordance with the restrictive covenants for the Project and such other rules for the use of such facilities adopted from time to time by resolutions of the board of directors of the Corporation.

Section 2.04 - Termination of Membership

Membership of individuals (persons) in the Corporation shall terminate and lapse when an individual member ceases to be the owner of a numbered residential lot in North Harbour at Noblesville, Indiana, which is subject to the Declaration of Covenants and Restrictions set forth above.

Section 2.05 - Breach of By-Laws or Covenants and Restrictions

The breach of any By-Laws or Covenants and Restrictions by a lot owner shall subject that lot owner to liability for costs associated with obtaining compliance including but not limited to court costs and attorneys fees incurred by the North Harbour Property Owners' Association, Inc.

Article III - Meetings of Members

Section 3.01 - Place of Meetings

Any meetings of the members of the Corporation may be held at any place within Hamilton County, Indiana. The place at which a particular meeting of the members is to be held shall be stated in the notice of that meeting.

Section 3.02 - Annual Meeting

The annual meeting of the members of the Corporation for the election of directors whose terms have expired, and for the transaction of such other business as may properly come before the meeting, shall be held on the second Tuesday of November of each year, upon notice given to the members as herein provided. In the event the annual meeting is not held on the day provided for herein, then in that event it may be held as soon thereafter as practicable.

Section 3.03 - Special Meetings

A special meeting of the members of the Corporation may be called by the President, by a majority of the Board of Directors, or by a written petition signed by no less than ten percent (10%) of the membership of the Corporation.

Section 3.04 - Notice of Meetings

A written or printed publication and/or notice mailed or delivered stating the place, day and hour, and agenda of the meeting, and the purpose of which such meeting shall have been called, shall be delivered or mailed by the Secretary to each member at least ten (10) days before the date of the meeting. Unless the Secretary shall have been otherwise notified in writing, adequate notice of a meeting shall be deemed to have been given to any member if said notice is mailed to the address of the member supplied by such member to the Corporation for the purpose of notice. Notice of any meeting of the members may be waived in writing filed with the Secretary of the Corporation before the time of the meeting, at the time of the meeting, or after the time of the meeting, or by attendance in person.

Section 3.05 - Voting at Meetings

Clause 3.051 - Voting Rights

The individual member or members of the Corporation owning a numbered lot in North Harbour shall be entitled to cast one vote for such lot upon any question when the vote of the membership is required or desirable. Any company or corporation owning more than one lot in North Harbour shall have only one vote, regardless of the number of lots owned. In no event shall more than one vote be cast with respect to any lot.

Clause 3.052 - Method of Voting

A vote attributable to a numbered lot in the Project shall be cast as follows:

- (a) If the lot is owned by one person, the vote shall be cast by that one person.
- (b) If the lot is owned by more than one person, either as tenants in common, as joint tenants, or as tenants by the entireties, and if two or more of them

desire that the vote attributable to that lot be cast in different ways, or one of them desires that it not be cast, then the vote attributable thereto shall be deemed properly cast if cast by not less than a majority in number of the tenants.

Clause 3.053 - Proxies

Any person who is entitled to vote (as the sole owner of a numbered lot in the Project or as one of a group of tenants in common owning such a lot) at any meeting of the members of the Corporation may vote in person or by proxy executed in writing or by a duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution unless a longer time is expressly provided for upon the face of the proxy instrument.

Clause 3.054 - Quorum

A quorum shall be deemed to be present at any meeting of the members of the Corporation if, at such meeting, the owners of not less than fifteen percent (15%) of the lots are present. For the purposes of this Clause, the owner of a lot shall be deemed to be present at a meeting if any owner of that lot is present in person or by proxy or by attorney in fact, whether the tenant so present is a sole owner, a tenant in common, a joint tenant, or a tenant by the entireties.

Article IV - The Board of Directors

Section 4.01 - Qualification and Election (Amended 12/31/93)

The affairs of the Corporation shall be managed by a board of directors, each of whom shall be a member of the Corporation. Directors shall be elected by the members of the Corporation, voting in accordance with this Code of By-Laws, at each annual meeting of members. Each director is currently elected for a term of two (2) years. Hereafter, with the adoption of these By-Laws, three (3) directors shall serve for a term of three (3) years, three (3) directors for a term of (2) years, and three (3) directors for a term of one (1) year, so that eventually all directors shall have three (3) year terms. Hereafter, no director shall serve more than two (2) consecutive terms. A director shall hold his office until his successor shall have been chosen and qualified.

Section 4.02 - Vacancies

Any vacancy that shall occur in the board of directors by death, resignation, or otherwise shall be filled by a majority vote of the remaining directors, and the director so chosen

shall serve the unexpired portion of the term for which the person who he is replacing shall have been elected or chosen.

Section 4.03 - Annual Meeting

The board of directors shall hold an annual meeting immediately after the annual meeting of the members of the Corporation, for the purposes of organization, election of officers, and the consideration of any other business that properly may be brought before the meeting.

Section 4.04 - Special Meetings

Special meetings of the board of directors may be called at any time by the President and shall be called on the written request of any two directors.

Section 4.05 - Notice of Meetings

A written or printed notice stating the place, day, and hour of the annual or a special meeting shall be delivered or mailed by the Secretary to each director at least three (3) days before the date of the meeting. Notice of any meeting of directors may be waived by any director in writing filed with the Secretary before the time of the meeting, at the time of the meeting, or after the time of the meeting, or by attendance in person.

Section 4.06 - Place

All meetings of the Board of Directors of the Corporation shall be held at such place as may be specified in the respective notices, or waivers of notice, thereof. Meetings shall be conducted according to Roberts Rules of Order and in conformity with the agenda delivered with the meeting notice.

Section 4.07 - Quorum

A majority of the whole board of directors shall be necessary to constitute a quorum thereof, except for the filling of vacancies, which shall require a majority of the existing directors for a quorum. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 4.08 - Powers and Duties of Directors

Clause 4.081 - Powers

The powers of the board of directors shall include (but not be limited to):

- (a) The power to adopt and publish rules and regulations governing the use of those parts of the Project that are or will be owned by, or are otherwise under the control of, the Corporation.
- (b) The power to exercise for the Corporation all the powers and duties of the Corporation whose exercise is not reserved or committed to the membership of the Corporation by the Code of By-Laws.

Clause 4.082 - Duties

The duties of the board of directors shall include (but not be limited to) the duty to fix prior to the first day of December in each year, the amount of the annual charge that is to be made against each member of the Corporation in accordance with the Declaration of Covenants and Restrictions.

Section 4.09 - Adoption of Rules and Regulations

The board of directors may adopt rules and regulations relating to the use and enjoyment of the parks, pedestrian easements and any other recreational facilities within the Project that are or may become the property of the Corporation.

Section 4.10 - Committees

The board of directors may create such temporary and standing committees as it shall deem necessary, and shall assign to each committee so created such duties as the board of directors shall consider proper for assignment to such committee. The President shall choose the committee members from the membership of the Corporation, and each such committee member shall serve at the pleasure of the board of directors.

Article V - The Officers of the Corporation

Section 5.01 - Number

The officers of the Corporation shall be a President, Vice-President, Secretary and Treasurer.

Section 5.02 - Election and Term of Office

At its annual meeting, the board of directors shall choose from its own membership the officers of the Corporation. Each officer shall hold his office for one year or until his successor shall have been chosen and qualified, or until his death, resignation, or removal.

Section 5.03 - Removal

Any officer may be removed, with or without cause, at any time, by a vote of a majority of the directors, at a special meeting of the board of directors called for the purpose of considering the removal.

Section 5.04 - Vacancies

Any vacancy in any office because of death, resignation, or removal, or otherwise caused, shall be filled for the unexpired portion of the term by a person chosen by the board of directors.

Section 5.05 - President

The President, who shall be chosen from the directors, shall have active executive management of the operations of the Corporation, subject, however, to the control of the board of directors. He shall, in general, perform all duties as, from time to time, may be assigned to him by the board of directors.

Section 5.06 - Vice-President

A Vice-President shall have such powers and perform such duties as the board of directors may prescribe or as the President may delegate to him. In the case of absence or inability to act of the President, a Vice-President shall temporarily act in his place.

Section 5.07 - Secretary

The Secretary shall keep, or cause to be kept, in books that shall be provided for the purpose and shall remain in the Secretary's custody, the minutes of the meetings of the members of the Corporation and for the board of directors; shall at all times keep at the principal office of the Corporation a complete and accurate list of the names and addresses of all members of the Corporation; shall attend to the giving of all notices in accordance with the provisions of this Code of By-Laws as required by law; shall be the custodian of the records (except the financial records) of the Corporation; and shall, in general, perform all duties incident of the office of Secretary and such other duties as, from time to time, may be assigned to him by the board of directors or the President.

Section 5.08 - Treasurer

The Treasurer shall be the financial officer of the Corporation; shall keep, or cause to be kept, in books that shall be provided for the purpose and shall remain in the Treasurer's custody, complete books and records showing the financial condition of the Corporation and shall keep a separate financial account of each member of the Corporation; shall have charge and custody of, and be responsible for, all funds of the Corporation and shall deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors; shall receive, and give receipts for, moneys due and payable to the Corporation in accordance with the instructions of the board of directors of the Corporation; shall render to the President, on request, an account of all his transactions as Treasurer and of the financial condition of the Corporation; and shall, in general, perform all the duties incident to the office of Treasurer and such other duties as, from time to time, may be assigned to him by the board of directors or the President.

Article VI - Execution of Checks and Contracts

Section 6.01 - Execution of Checks

Every check for the payment of money of the Corporation, and every promissory note of the Corporation shall, unless otherwise ordered by the board of directors or required by law, be signed by the Treasurer of the Corporation.

Section 6.02 - Execution of Contracts

Every contract (in addition to those mentioned above in this Code of By-Laws) to which the Corporation shall be a party, shall be executed in its [the Corporation's] name by its President or a Vice-President and attested by the Secretary.

Article VII - Amendments

Section 7.01 - In General

The power to add to, alter, amend, or repeal (wholly or in part) this Code of By-Laws is vested in the membership. The affirmative vote of not less than a majority shall be necessary to effect any addition to, or alteration, amendment or repeal of this Code of By-Laws. A copy of any proposed change in the Code of By-Laws shall be submitted in writing to each director not less than two (2) weeks prior to the meeting at which it is to be presented. If a majority of directors approve the proposed amendment, then it shall be mailed to the entire membership together with a ballot indicating a "yes" or "no" vote with an envelope for its return to the Secretary and with instructions as to the time and manner for voting.

Declaration of Covenants and Restrictions

Note: This declaration was made by the owners of lots in North Harbour in October, 1980 to establish membership in the North Harbour Property Owners' Association, Inc., and to provide a means for assessing dues to acquire, improve, operate and maintain the NHPOAI properties.

Declaration of Covenants and Restrictions

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Declaration of Covenants and Restrictions

(This document is recorded at the Hamilton County Recorder's Office;
Book #163, pp. 405-412, recorded January 16, 1981)

This declaration made by the undersigned owners (all hereinafter referred to as "Declarants") of lots in section one through section nine inclusive and section eleven through section seventeen inclusive of North Harbour, all such sections being additions to the City of Noblesville in Hamilton County, Indiana (such sections hereinafter referred to as "North Harbour")

WITNESSETH:

WHEREAS, Declarants are the owners of the numbered lots in North Harbour as hereinafter set opposite their respective signatures; and

WHEREAS, The Shorewood Corporation, an Indiana corporation, is the owner of certain other unplatted real estate in the area of North Harbour situated outside the corporate limits of the City of Noblesville; and

WHEREAS, the Declarants are desirous of establishing certain restrictive covenants which will become applicable to lots in the sections of North Harbour heretofore platted and which restrictions may be extended to lots which may hereafter be platted as additional sections of North Harbour; and

WHEREAS, certain of the Declarants have caused a corporation to be formed known as North Harbour Property Owners' Association, Inc. (hereinafter referred to as "Corporation"); and

WHEREAS, Corporation is a legal entity empowered to take title to land areas both within and without the platted sections of North Harbour and any other property or property interests, such Corporation having among its purposes the duty of maintaining, improving, managing and controlling all such areas and properties acquired by it for the purpose of promoting the recreation, health, safety and welfare of the Declarants, their families and the general public;

NOW THEREFORE, Declarants do hereby separately and severally declare and mutually agree with each other that the lots owned by them as hereinbelow set forth shall be held, transferred, and sold subject to the covenants, restrictions, charges and liens hereinafter set forth.

Article I - Membership in Corporation and Covenant for Maintenance Assessment

Section 1 - Membership in Corporation

All persons who are shown of record to be an owner of a fee interest in a lot in a section of North Harbour and who:

- A. Sign this Declaration of Covenants and Restrictions, or
- B. Hereafter sign an acceptance of this Declaration of Covenants and Restrictions, or
- C. Hereafter acquire from The Shorewood Corporation a lot or lots in North Harbour,

will be a member of the Corporation, provided that any such person who holds an interest merely as security for the performance of an obligation shall not be a member. When a lot is owned by more than one person, all such persons shall be deemed members of the Corporation but shall be entitled to only one vote per lot on each matter coming before the Corporation. From time to time lot ownership may be hereinafter referred to in the singular but in such instances the singular shall be interpreted so as to include plural ownership.

Section 2 - Creation of Lien and Personal Obligation of Assessments

Members of the Corporation hereby covenant and agree to pay to the Corporation (a) annual assessments and (b) such special assessments, as may be fixed and established from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the lots of each member and shall be a continuing lien upon the lots against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of each person who is an owner of such lot at the time when the assessment becomes due.

Section 3 - Purpose of Assessments

General and special assessments levied by the Corporation shall be used exclusively to: promote the recreation, health, safety and welfare of the members and their families; for the acquisition, improvement, operation and maintenance of the corporate properties; for the performance of the duties and the exercise of the powers of the Corporation as set forth in this Declaration and the Articles of Incorporation; for the payment of proper expenses and costs incurred by the Corporation in the performance of its duties; and for the establishment of reasonable reserves for the maintenance, repair and replacement of property owned by the Corporation; provided however, that no assessments will be levied for, nor will any funds of the Corporation be used for the purchase of the North Harbour Club House, swimming pool, tennis courts located at Clarendon Road, Noblesville, Indiana.

Section 4 - Amount of Annual Assessment

The annual assessment shall be fixed by the Corporation and shall be payable on or before the 1st day of May of each year. Except as provided in paragraph 4 below, the annual assessment shall not exceed \$50.00 per year.

Section 5 - Adjustment to Annual Assessment for Cost of Living Increases

The amount of the annual assessment levied by the Corporation may be adjusted from year to year for any increase in the cost of living as hereinafter provided, to-wit:

- A. At any time that the Corporation desires to increase the annual assessment to an amount in excess of the sum of \$50.00 as set forth above, it may do so only upon the following basis:
1. As promptly as practical after January 1 of a year in which the Corporation decides to increase dues above \$50.00 per annum, it shall compute the increase, if any, in the cost of living, using as the basis of such computation the "U.S. Consumer Price Index-all items-Urban Consumers (1967=100)", hereinafter called the "Index", published by the Bureau of Labor Statistics of the United States Department of Labor.
 2. The Index number in the column entitled "all items-Urban Consumers" for the month of January 1980 shall be the "Base Index Number" and the corresponding Index number for the month of January in the year in which the Corporation desires to increase the annual dues shall be the "Current Index Number".
 3. The increase in the cost of living shall be determined by dividing the "Current Index Number" (CIN) by the "Base Index Number" (BIN) and subtracting the integer 1 from the quotient according to the following formula:
$$\text{Increase in cost of living} = \frac{(\text{CIN})}{(\text{BIN})} - 1$$
 4. The percentage of increase in the cost of living multiplied by the assessment for the year preceding the Corporation's determination to increase the dues or \$50.00 (whichever is less) shall be the amount that the Corporation can increase the assessment.

Section 6 - Special Assessments

In addition to the annual assessment provided for above, the Corporation may levy in any year a special assessment for the purpose of acquiring property, providing security for homeowners,

constructing additional recreational or social facilities or for such other purposes as the Corporation deems of benefit to the member lot owners; provided however, that the amount of any special assessment levied in any calendar year shall not exceed the amount of the annual assessment for such year. No such special assessment will be levied unless two-thirds of the owners of the lots belonging to members of the Corporation vote in favor of such special assessment.

Section 7 - Date of Commencement of Annual Assessment

The date of commencement of annual assessment shall be May 1, 1980.

Section 8 - Effect of Non-Payment of Assessments

If an assessment is not paid by a lot owner on the date when due, then such assessment shall become delinquent and shall together with interest and costs of collection thereof as hereinafter provided become a continuing lien on such lot, which shall bind such lot of such owner, his assigns, heirs and devisees. The personal obligation of the then owner shall remain his personal obligation until barred by the statute of limitations but shall not be or become the personal obligation of any successor in title. If an assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum and the Corporation may bring an action of law against the owner personally obligated to pay the same or to foreclose the lien against such lot, and there shall be added to the amount of such assessment interest as above, costs and reasonable attorneys' fees.

Section 9 - Subordination of the Lien to Mortgages

The lien of the assessment provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon a lot subject to assessment. The foreclosure of a superior mortgage or lien shall not relieve a lot from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

Section 10 - "Junior Lien" Provision

If a lot subject to the lien of any assessment provided for herein shall become subject to the lien of a mortgage or deed of trust (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgagor deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of the foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the foreclosure of the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in the lieu grantee taking

title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

Article II - General Provisions

Section 1 - Use and Enjoyment

Members of the Corporation in good standing shall have the right to use and enjoy the Corporation properties.

Section 2 - All Lots Bound

The covenants and restrictions of this Declaration shall run with and bind the lots owned by members of the Corporation, and shall inure to the benefit of and be enforceable by the Corporation and each of the owners of any of the lots, their respective legal representatives, successors, heirs, and assigns for a term of thirty-five (35) years from the date of the recording of this Declaration of Covenants, after which time said covenants shall be automatically extended for successive ten-year periods unless terminated by a vote of two-thirds of the members of the Corporation.

Section 3 - Provisions Separable

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision hereof, and all other covenants and restrictions shall remain in full force and effect.

Section 4 - Lots and Owners Bound

The undersigned owners of the lots set opposite their signatures below join in the execution of this Declaration to evidence their approval thereof and to make and render the provisions hereof binding upon them and covenants running with each of the lots owned by them.

Section 5 - Future Membership

An owner of a lot in North Harbour desiring to subject his lot to the terms and provisions of this Declaration may do so by executing a separate instrument which shall be placed of record in the Office of the Recorder of Hamilton County, Indiana. Upon recordation of such instrument, such

person shall become a member of the Corporation and his lot or lots shall thereby become subject to the terms and provisions of this Declaration in all respects, the same as if such owner had signed this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Declaration with separate acknowledgments on this page and pages following as of the 24th day of October, 1980.

END OF DOCUMENT

.....

Notes:

1. Lot owners signed the agreement separately. The signatures are all recorded at the Hamilton County Recorder's Office.
2. The original instrument was prepared by John M. Kyle, Attorney at Law.

I attest that the preceding document is a true and accurate copy of the document recorded at the Office of the Recorder, Hamilton County, Noblesville, Indiana, Miscellaneous Book 163, pp. 405-412.

Cynthia A. Rowe, Secretary
North Harbour Property Owners' Association, Inc.
March 1995

**Declaration
of
Restrictions**

North Harbour Development Project

DECLARATION OF RESTRICTIONS
NORTH HARBOUR DEVELOPMENT PROJECT

THIS DECLARATION made this 30TH day of JUNE, 1971, by The Shorewood Corporation, an Indiana corporation (hereinafter referred to as the "Developer"), WITNESSES:

WHEREAS, the Developer is the owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as the "North Harbour Development Project" (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the offices of the Recorder of Hamilton County, Indiana; and

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

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

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

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

For affidavit

See Instr # 9106212

Rec 3-22-91

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

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

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

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house and such outbuildings as are usually accessory to a single family dwelling house. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats shall be golf course land or commercial in nature and shall be used in a manner consistent with the zoning and use designated in a master plan by the Developer. The Developer reserves unto itself the right to change the character of the designated commercial use at any time in the future and, where necessary, to apply to the necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

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

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

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record between the Indianapolis Water Company and the Developer, recorded in Book 121, Instrument

No. 4862 in the office of the Recorder of Hamilton County, Indiana, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

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

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

B. Residential Set-Back Requirements.

(i) 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.

(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 all as set forth upon the plats of the Development, but in no instance shall the line be lower than the elevation of 820 feet above sea level.

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

(v) Side Yards. The side yard set-back lines shall not be less than 10 feet from the side line of the lot on one side and the total of both side yards shall be not less than 20% of the entire width of the lot.

(vi) Rear Yards. The rear set-back line shall be at least 20 feet from the rear line, but if the lot abuts on Morse Reservoir the Committee may determine that the location of the building line adjacent to the Reservoir shall be otherwise.

C. Fences, Mailboxes and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or mailbox must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two

trees growing upon it by the time the house is completed, and if this requires plantings by the Owner, the Committee must approve the size and location of such trees.

D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the roof line. All driveways must be paved a minimum of 25 feet from their point of connection with the abutting street or road.

E. Heating Plants. 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.

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

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

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

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

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

(ii) Remove all debris or rubbish.

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

(iv) Cut down and remove dead trees.

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

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

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

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

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

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

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service line shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

5. GENERAL PROHIBITIONS.

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

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

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

D. Vehicle Parking. No campers, trailers, boats or similar vehicles shall be parked on any street in the Development. No truck shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in the Development, the users of any street in the Development, or to persons upon Morse Reservoir.

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

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

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

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

I. Docks and Piers. No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than 25 feet from the shore into Morse 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.

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

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

L. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring unless specifically approved by the Developer.

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

6. NORTH HARBOUR DEVELOPMENT CONTROL COMMITTEE.

A. Powers of Committee.

(1) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include

plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth and color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" = 10', or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under paragraph 3 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect.

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

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

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

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

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

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

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

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

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

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 Morse 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. That committee shall have the power to assess fines for the violation of any limitations on boat traffic on Morse Reservoir in accordance with the schedule of fines promulgated by it, and which shall become a charge upon the lot owned by the person against whom the fine is assessed.

B. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot. Such charge shall bear interest at the rate of 6% 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. REMEDIES.

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

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

10. EFFECT OF BECOMING AN OWNER.

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

11. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them

shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12. DURATION.

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

13. SEVERABILITY.

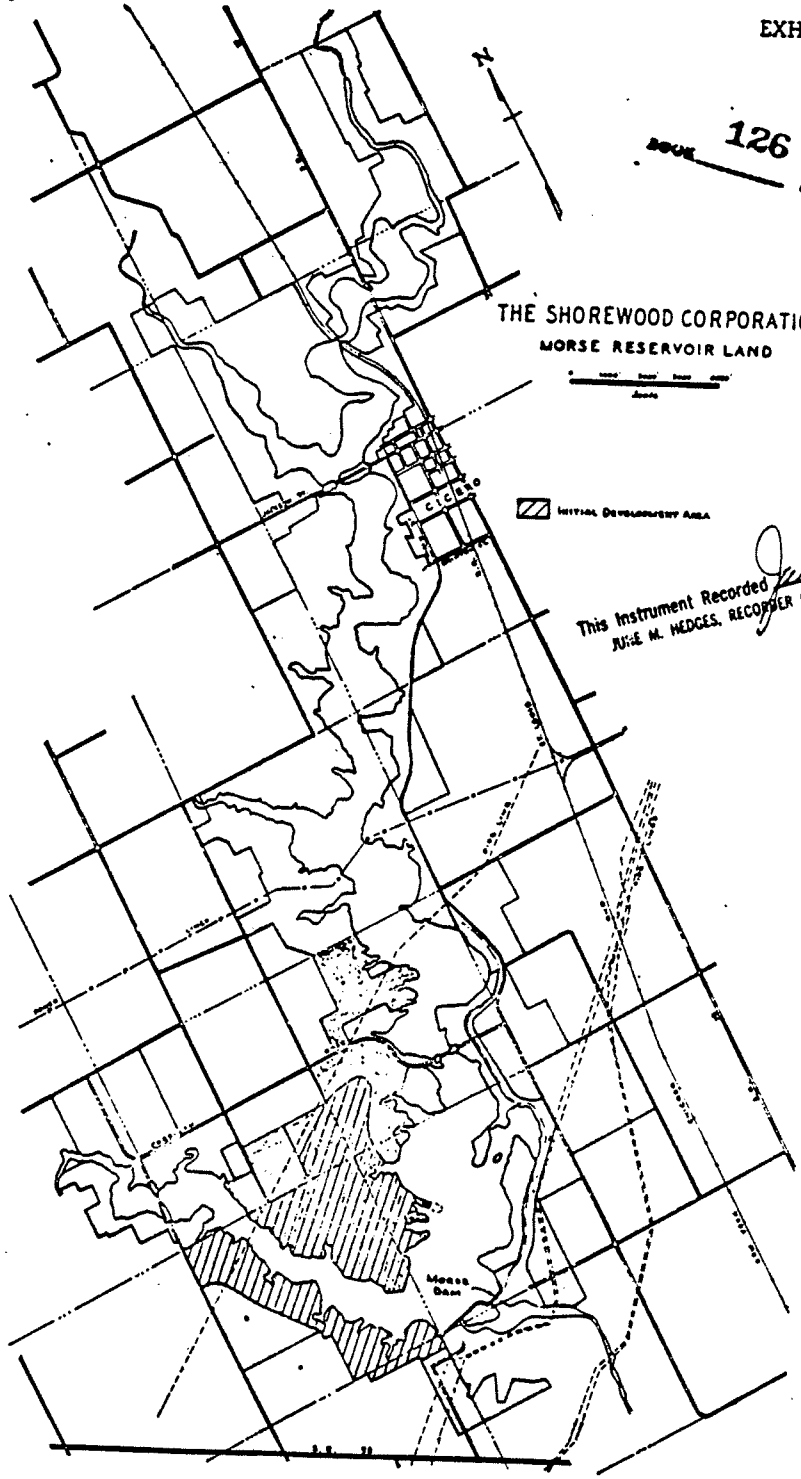
Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

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.

Maps

EXHIBIT "A"

BOOK 126 PAGE 42



THE SHOREWOOD CORPORATION
MORSE RESERVOIR LAND

INITIAL DEVELOPMENT AREA

This Instrument Recorded June 30 1971
JULIE M. HEDGES, RECORDER HAMILTON COUNTY, IND.



North Harbour Property Owner's Association, Inc.

P. O. Box 475
Noblesville, IN 46060

June 1989

Dear Neighbor:

Winter is over and summer is under way. Soon, all of us will be into our summer activities, enjoying the great outdoors and working on our yards and gardens.

I am sure all of us want to enjoy our beautiful North Harbour community. But, we are growing rapidly, as new construction continues at a surprising pace, landscaping matures, and our open spaces gradually decline. All of us feel we have a beautiful neighborhood and want to do all we can to protect it, and the value of our own homes.

The Covenants Committee of the NHPOAI would like to remind all residents of the background and purpose of the Covenants governing North Harbour, and to highlight some of the Covenants which are frequently referred to. Their purpose is to "enhance and protect the value, desirability and attractiveness" of North Harbour.

The Covenants Committee would like to request your cooperation in adhering to the Covenants. Voluntary, self-enforcement will benefit the entire community, eliminate neighbor complaints and achieve the "purpose" of the Covenants.

As for our part, the Covenants committee and your Board of Directors will work with you, Shorewood Corporation, the builders and the City of Noblesville to make certain the Covenants are being adhered to. The Covenants are in conformance with, and in certain instances exceed, the City of Noblesville zoning code.

Legally, every property owner must adhere to the Covenants. They are not an idle desire to make North Harbour look nice, but are in fact, the law which governs North Harbour.

The Covenants state, "The owners of any lot subject to these restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for 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."

In other words, when you purchased your lot or home, whether from Shorewood, a builder, or a previous owner of the property, by accepting your deed to the property you agreed to adhere to the Covenants.

9106212

The question does come up as to what rights property owners have to enforce the Covenants themselves. According to Attorney Douglas D. Church, after reviewing the Covenants, "the residents of North Harbour do have the right to enforce the Restrictions and Covenants by seeking an injunction from a court of competent jurisdiction where the Covenants and Restrictions are being violated."

While the Board and the Covenants Committee will make every effort to assure adherence to the Covenants, an individual or group of property owners, therefore, do have the right to enforce the covenants.

We hope the following information will help clarify some of the covenants which are most frequently referred to:

1. All fences, mailboxes, decks, swimming pools, room additions, tennis courts or outbuildings must be approved by Architectural Review Committee of the Board of Directors, regarding size, height, location and composition prior to installation. Requests for approval must be made in writing to the Committee or the Board describing the construction and showing a diagram of the proposal with respect to the lot and existing construction. The committee shall approve or disapprove proposed improvements within 30 days after all required information is submitted.

A. Fences.

1. No fences shall be allowed in "front yards" (defined as any yard which adjoins a street) except "decorative fences" (such as split rail) which shall be limited to 3 feet or less in height.
2. Side yard and rear yard fences shall not exceed 4 feet in height.
3. Patio and pool fences shall not exceed 6 feet in height.
4. Chain link fences are strongly discouraged.
5. No perimeter stockade fencing shall be allowed.
6. Dog runs may be chain link but must have a "green screen" of shrubbery on all sides visible from another house, the golf course or lake.
7. Special uses, such as tennis court fences will be considered individually.

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B. Outbuildings

1. Shall not exceed 120 square feet nor 1800 cubic feet.
2. Shall be constructed of material and finished substantially similar to existing dwelling structure.
3. Shall be located to the rear of and as close as reasonable to existing dwelling structure.
4. Shall comply with City of Noblesville building code permit requirements.

C. Mailboxes

1. Shall be constructed according to the approved design drawing attached.

D. Building Additions

1. Shall be compatible with existing structure.
 2. Shall comply with City of Noblesville building code permit requirements.
2. No Boats, trailers, campers or similar recreational vehicles may be stored in the open on any lot in the following sections:

Sections: 8 and 9
11 and higher

Note: While the Covenants for sections 1 through 7 do not include the above restriction, the Covenants committee suggests voluntary compliance.

3. No Boats, trailers, campers or similar recreational vehicles shall be parked on any street in North Harbour.

Note: While the Covenants do not specifically prohibit on-street automobile parking, this is a source of frequent complaints from residents. We like to discourage regular parking of resident vehicles on the street for appearance as well as safety.

4. No truck shall be permitted to be parked overnight or longer on any lot within North Harbour unless such truck is not visible from any other lot, the golf course, the lake or any street.

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5. Household pets should be kept reasonably confined and quiet so as not to become a nuisance to others.

Note: Noblesville has a "leash law" which the City will enforce.

6. No Signs or advertisements shall be displayed or placed on any lot or structure without prior approval of the Board.
7. All lots shall be mowed regularly and kept free of unsightly weeds, dead or fallen trees, leaves, accumulated rubbish, trash and refuse.

Note: The City will respond to any complaints of lots which are not kept mowed and will mow such lots at the owners expense as required.

8. No rubbish, trash, refuse, leaves, grass clippings or any other materials are to be disposed of by dumping in the lake, on the lake shore, or on any commons areas.
9. No outdoor burning of leaves, rubbish, trash or refuse is permitted.

Please remember that this is a summarization of major Covenants only, and we urge you to read the detailed and complete Covenants and Restrictions. If all residents make an effort to conform to the the Covenants voluntarily, the entire community will benefit.

If you have any questions or need further clarification, please contact me, or any of your elected Board members.

Thanks for your cooperation and have a fantastic summer!

Sincerely,



North Harbour Property Owners Association, Inc.
Tom Moore, Covenants Chairman

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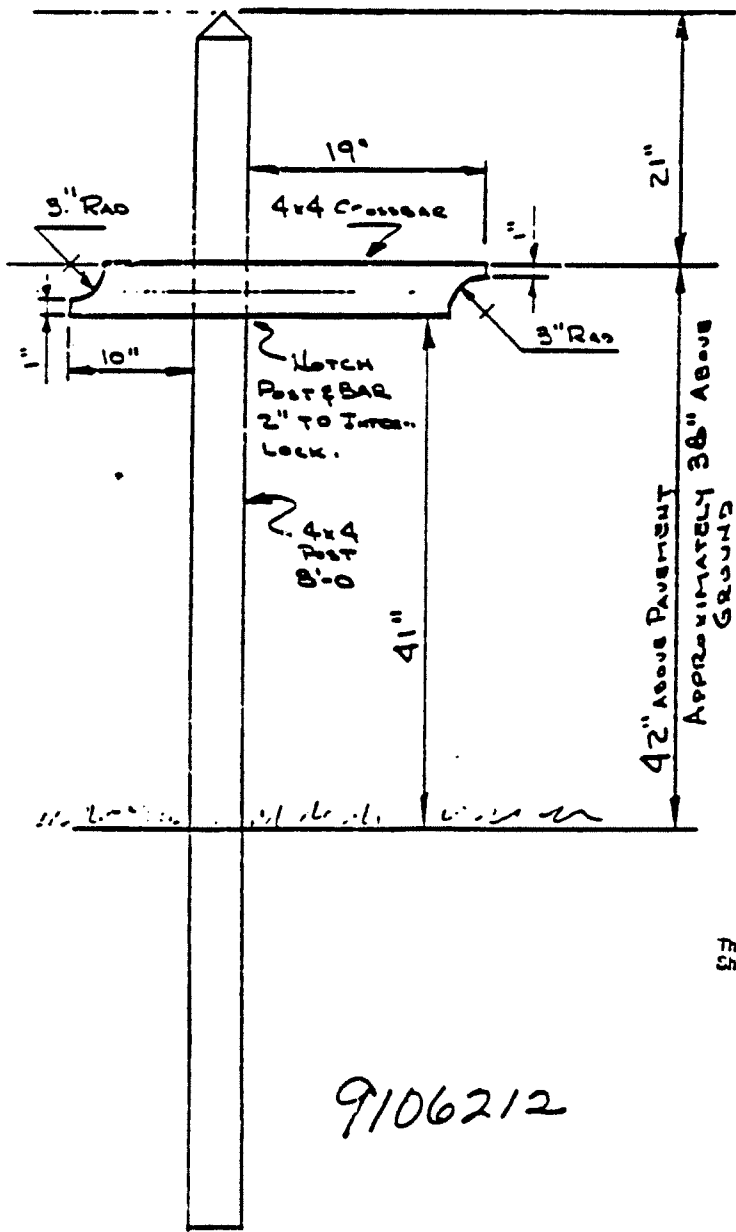
BY _____ DATE _____ SUBJECT _____ SHEET NO. _____ OF _____
 CHKD. BY _____ DATE _____ MAILBOX AND POST STANDARDS JOB NO. _____
 _____ Page 5

EFFECTIVE 11/21/77
 REDRAWN 12/15/82

Post:
 TREATED PINE OR SIMILAR
 MATERIAL
 PAINT FLAT BLACK

Box:
 SIZE 1 1/2
 PAINT FLAT BLACK

NOTES: A NUMBER OF LOCAL
 HANDYMEN INSTALL BOXES.
 A NORMAL COST FOR
 THIS WORK IS ABOUT
 50 TO 75 DOLLARS.



This Instrument Recorded 3-22 1991
 Sharon K. Cherry, Recorder, Hamilton County, IN

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