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200100003063
Filed for Record in
Hamilton County, Indiana
MARY L CLARK
01-19-2001 02:07 PM.
23.00
PLAT

174/3 = 1, 6,

LAND DESCRIPTION

Part of the West Half of Section 3 and part of the East Half of Section 4, all in Township 17 North, Range 5 East of the Second Principal Meridian in Ford Creek Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 4; thence North 00°06'09" East (assumed bearing) on the East line of said Quarter Section, 200.66 feet to the POINT OF BEGINNING; thence South 68°36'29" East 78.98 feet; thence North 80°28'26" East 239.04 feet; thence North 89°47'47" East 93.72 feet; thence South 01°06'04" East 162.09 feet; thence South 155°27'44" West 162.09 feet; thence South 06°43'28" West 500.34 feet; thence South 28°24'39" East 408.14 feet; thence South 55°22'43" West 111.53 feet; thence North 42°09'07" West 208.82 feet; thence South 87°43'44" West 1241.16 feet; thence North 76°41'00" West 13.13 feet; thence North 76°16'03" West 182.81 feet; thence North 76°45'19" West 64.10 feet; thence North 76°27'04" West 34.53 feet; thence South 40°37'19" West 61.50 feet; thence South 14°39'45" West 70.97 feet to the most northerly corner of Perryman Woods Subdivision per plat thereof recorded as Instrument Number 95962755 in the Office of the Recorder of Hamilton County, Indiana; thence on the westerly line of said subdivision the next two courses: 1) South 26°06'09" East 236.42 feet; 2) thence South 29°30'12" East 178.04 feet, measured to the Northeast corner of Thorny Ridge, a subdivision in Hamilton County, the plot of which is recorded as Instrument Number 9228004 in said Recorder's office; thence on the base of said subdivision the next three courses: 1) South 82°26'08" West 80.00 feet; 2) thence South 89°40'50" West 22.50 feet; 3) thence North 27°33'52" West 7.53 feet to the Southeast corner of Block A Lot 6 and Down Crest Winor Pkld., recorded as Instrument Number 8311418 in said Recorder's office; thence North 27°33'52" West 762.73 feet to the Northeast corner of land described in a deed recorded as Instrument Number 8704588 in said Recorder's office; thence on the North line of said land the next 5 courses: 1) South 59°16'18" West 73.00 feet; 2) thence North 77°43'42" West 48.00 feet; 3) thence South 63°16'18" West 70.00 feet; 4) thence South 43°16'18" West 128.00 feet; 5) thence North 89°37'20" West 45.00 feet to the East line of land described in a deed recorded in Deed Book 319, Page 390 in said Recorder's office; thence

1. PLAN REVIEW/ARCHITECTURAL COM

Prior to application for on known Farmers, Indiana, for construction on any lot, site plans, landscape design, and proposed site design, shall be approved by MCC. Such approval shall be design, color and location, private equipment, and proposed landscape

2. EASEMENTS:

1. Lots are subject to the following easements, full and permanent easements, as shown on the Plat use of lot owners, owners of other public and private utility companies

a. Drainage easements (D.E.) a course for one and local adequate underground and adjoining ground. It is such lot owner to maintain easements shall any other construction or removal of grading restrict water flow are subject to construction to obtain adequate drainage having jurisdiction over drainage

b. Sewer easements (S.E.) are private utility company have disposal system developed shall be used to construct, reconstruct, relocate, change ducts, pipes, conduits or a are part of such system.

c. Utility easements (U.E.) are private utility and cable TV

(001027)

Covenants to Hamilton Proper also apply to this addition

76'43'00" West 13'13' feet; thence North 78'16'00" West 202'18' feet; thence North 76'45'19" West 84'10' feet; thence North 76'27'04" West 34'5' feet; thence South 40'37'19" West 61'50' feet; thence South 14'59'45" West 70'87' feet to the most northerly corner of Paragon Woods Subdivision per plat. Unrecorded as Instrument Number 85963765. In the Office of the Recorder of Hamilton County, Indiana; thence on the westerly line of said subdivision the next two courses: 1) South 26'06'09" East 236'42' feet; 2) thence South 29'30'12" East 178'04' feet, measured to the Northeast corner of Thamy Ridge, a subdivision in Hamilton County, the plot of which is recorded as Instrument Number 92289004 in said Recorder's office; thence on the line of said subdivision the next three courses: 1) South 82'26'05" West 80'00' feet; 2) thence South 89'40'58" West 22'50' feet; 3) thence North 27'33'52" West 7'53' feet to the Southeast corner of Block A Lot 6 and Don Carl Winer Plat, recorded as Instrument Number 8311418 in said Recorder's office; thence North 27'33'52" West 752'29' feet to the Northwest corner of land described in a deed recorded as Instrument Number 8704555 in said Recorder's office; thence on the North line of said land the next 5 courses: 1) South 59'16'18" West 71'00' feet; 2) thence North 71'43'42" West 46'00' feet; 3) thence South 63'16'18" West 70'00' feet; 4) thence South 43'16'18" West 128'00' feet; 5) thence North 89'37'20" West 45'00' feet to the East line of land described in a deed recorded in Deed Book 319, Page 390 in said Recorder's office; thence on the East and North line of said land the next two courses: 1) North 00'17'32" East 60'55' feet, measured; 2) thence North 89'37'20" West 80'00' feet to the Southeast corner of land described in a deed recorded in Deed Book 359, Page 422 in said Recorder's office; the North 00'17'40" East on the East line of said land, 140'00' feet to the South line of land described in a deed recorded as Instrument Number 8513422 in said Recorder's office; 2) thence South 89'57'20" East, on said line, 325'70' feet to the Southeast corner of said land; thence North 17'05'02" West on the East line of said land, 259'24' feet; thence North 05'13'45" West, on the East line of said land, 324'32' feet to the South line of the Northeast Quarter of said Section 4; thence North 89'36'54" East, on said South line, 230'15' feet; thence South 07'04'53" East 206'13' feet; thence South 23'21'43" East 245'65' feet; thence South 32'04'47" East 339'49' feet; thence North 71'35'39" East 14'36' feet; thence North 71'14'01" East 98'85' feet; thence North 71'06'22" East 28'31' feet; thence North 08'47'29" West 48'49' feet; thence North 41'48'41" West 105'57' feet; thence North 53'54'22" West 36'12' feet; thence North 41'12'27" West 58'49' feet; thence North 09'01'04" West 89'28' feet; thence North 25'26'34" West 77'40' feet; thence North 07'24'11" West 73'11' feet; thence North 14'31'25" East 58'83' feet; thence North 22'21'26" West 161'54' feet; thence North 27'08'50" West 62'05' feet; thence North 53'00'49" West 65'89' feet; thence North 27'06'41" West 86'54' feet; thence North 10'35'23" East 37'24' feet; thence North 07'12'57" West 21'34' feet; thence North 21'07'48" West 37'81' feet; thence North 09'11'38" East 117'80' feet; thence North 48'13'14" East 24'21' feet; thence North 87'16'07" East 14'46' feet; thence South 51'43'30" East 50'81' feet; thence South 73'38'27" East 218'30' feet; thence South 74'21'13" East 317'00' feet to the POINT OF BEGINNING, containing 28,130 acres, more or less, subject to rights-of-way, easements, and restrictions.

This subdivision consists of 31 lots numbered 1 through 31, and Blocks "A", "B", "C", "D", "E", "F" and "G" (Common Area). The locations and dimensions are shown of the Lots, Street and Easements are shown on the Plat. All dimensions are shown

public and private utility companies.

d. Drainage easements (D.E.) a course for one and foot adequate underground and adjoining ground. If at each lot owner to maintain circumstances shall any drain construction or reconstruction grading restrict water flow one subject to construction to obtain adequate drainage having jurisdiction over drain or easement.

b. Sewer easements (S.E.) are private utility company provided disposal system designed shall be used to construct, reconstruct, relocate, clean ducts, pipes, conduits or a part of such system.

c. Utility easements (U.E.) are private utility and cable TV power, ducts, cables and a used specified in the case

d. Landscape easements (L.E.) areas which which landscape fencing, walls, neighborhood dividers, lighting, irrigation be constructed and maintain landscape design continuity planting areas throughout shall have the right to maintain such landscape including Owners of Lots burdened by such use and enjoy the exercise by Declarant or a Donee of Lots burdened in part to be constructed in part of any landscape easement is hereby established as a condition of any easement.

Access Easements (A.E.) a front lots or blocks to all blocks. Access Easement owners of all lots and one costs associated with such the improvements and one owners of all lots and one access easement is hereby easement, successors and assigns, licensees, successors by way of reversion but emergency vehicles, trash service vehicles and private

10010271

Covenants to Hamilton Proper also apply to this addition

11 of Section 4, all in
written in Fall Creek
and as follows:

- 1. of said Section 4;
- 2. Enc. of said Quarter
with 68°36'29" East
to North 69°47'47" East
to South 15°52'44" West
to South 25°24'36"
thence North 42°09'07"
thence North
- 3. thence North
18°16'18" thence North
53°16'18" thence South
87°16'18" to the east
as hereat recorded as
the Recorder of Hamilton
upon the next two
south 27°30'12" East
to a subdivision in
at Number 9228004 in
on the next three
with 89°40'50" West
the Southeast corner of
ment Number 8311418 in
feet to the Northwest
Number 8704585 in
of the next 5 courses;
4. 42" West 48.00 feet; 3)
437°6'18" West 128.00
at line of land described
Recorder's office; thence
enc. 1) North 00°17'32"
to 80.00 feet to the
West Book 359, Page
the East line of said
land recorded as
thence South 89°37'20"
said land; thence North
thence North 05°13'45"

1. PLAN REVIEW/ARCHITECTURAL CONTROL:

Prior to application for an Improvement Location Permit from the Town of Fishers, Indiana, for construction of a residence or any other structure on any lot, site plans, landscaping plans and building plans shall have been approved in writing by HCC as provided in the Declaration and the Ordinance. Such approval shall include, but not be limited to, building design, color and location, private drives, tree preservation, playground equipment, and proposed landscaping and fencing.

2. EASEMENTS:

Lots are subject to the following drainage, sewer, utility, landscape, access, nonsewer, golf and preservation easements, either separately or in combination, as shown on the plat, which easements are retained for use of lot owners, owners of other lots in the Neighborhood, the Association, public and private utility companies, and governmental agencies, or future or existing.

a. Drainage easements (D.E.) are hereby created to provide paths and courses for over and flood storm drainage, either onsewer or in adequate underground conduit, to serve the needs of the Neighborhood and adjoining ground. It shall be the individual responsibility of each lot owner to maintain drainage across his own lot. Under no circumstances shall any drainage easement be blocked in any manner by construction or reconstruction of any improvement, nor shall any existing road or easement be altered in any manner. Drainage easement areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage of any lots by any governmental authority having jurisdiction over drainage, and by Deformant, his successors or assigns.

b. Sewer easements (S.E.) are hereby created for use of the public or private utility company having jurisdiction over the sanitary waste disposal system designated to serve the Neighborhood. Sewer easements shall be used to construct, operate, control, inspect, maintain, reconstruct, relocate, change the size of, repair and remove manholes, ducts, pipes, conduits or any other related sanitary structures that are part of such system.

c. Utility easements (U.E.) are hereby created for use of public and private utility and cable TV companies for installation of poles, pipes, conduits, ducts, cables and other related utility structures, as well as for uses specified in the case of sewer easements.

d. Landscape easements (L.E.) are hereby created over and across lots on areas within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directional, lighting, irrigation systems and other improvements may be constructed and maintained by Deformant or Association to provide landscaped garden continuity, and ensure attractive and aesthetically

3. INTERSECTION VISIBILITY:

No fence, wall, hedge or obstructions between two driveways shall be permitted to remain on the Front Lot Lines (or 25 feet from the drive) permitted to remain if maintained at sufficient intervals as required.

6. SETBACK REQUIREMENTS:

Unless otherwise provided above—grade structures yards and setbacks on:

- a. "Front Lot Line" - The area between the third corner
- b. "Side Lot Line" - The area between the Front Lot Line and the Front Lot Line from either Front Lot Lines, side by side (20) feet in depth provided, however, from seven and a half feet (7 1/2) feet with one (1) Side seven and one-half of a lot with one such Lot boundary

c. "Rear Lot Line" - A substantially part of a Front Lot Line delineated from less than twenty feet from the Rear Lot Line.

Where setbacks are in conflict with the provisions which apply to any one lot.

7. DURATION:

These covenants and restrictions shall apply to the land hereon and to all successors in interest.

- 4376'10" West 128.00 at line of land described recorder's office; thence sec: 1) North 00°17'32" E 180.00 feet to the head Back 359, Page the East line of said deed recorded at thence South 89°37'20" said land; thence North thence North 03°13'45" with line of the of East, on said South
- thence South 23°21'43" thence North
- 83 feet thence North
- 48 feet thence North
- 112 feet thence North
- 226 feet thence North
- 211 feet thence North
- 54 feet thence North
- 386 feet thence North
- 24 feet thence North
- 781 feet thence North
- 21 feet thence North
- 81 feet thence South
- 17.00 feet to the POINT
- of rights-of-way,
- 1, and Blocks "A", "B" and dimensions are shown
- All dimensions are shown

is a portion of the tract Survey prepared by HSE #12 on June 2nd, 2000, 200000063975 in the

of 21.

- 1. UTILTY easements (U.E.) are hereby created for use of public and private utility and cable TV companies for installation of poles, pipes, mains, ducts, cables and other related utility structures, as well as for uses specified in the case of sewer easements.
- 2. Landscape easements (L.E.) are hereby created over and across Lots on areas within which landscaping, earth mounds, screening matted, fencing, walls, neighborhood and community identification signs, directional, lighting, irrigation systems and other improvements may be constructed and maintained by Declarant or Association to provide landscape design continuity, and ensure attractive and aesthetically pleasing areas throughout the Red Estate. Declarant and Association shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements within landscape easements. Owners of Lots burdened by landscape easements shall have the right to use and enjoy the land burdened by the easements, except for such use as may hinder, impede or unreasonably interfere with exercise by Declarant or Association of the rights granted herein. Owners of Lots burdened by landscape easements shall not construct or permit to be constructed any structure or obstruction on or over any part of any landscape easement, or interfering with Declarant's or Association's ability to use or gain access in any landscape easement.
- 3. Access Easements (A.E.) are hereby created to provide vehicular access front lots or blocks to streets, roads or paths adjoining such lots or blocks. Access Easement is for the use by and property benefit of the owners of all lots and owners of other lots in the neighborhood. All courts associated with maintenance, repair, replacement and insurance of the improvements and red estate and shall be assessed against the owners of all lots and owners of other lots in the neighborhood. An access easement is hereby established for the owners of all lots and owners of other lots in the neighborhood, and for their guests, invitees, licensees, purchasers and assigns, in addition to such owners, guests, invitees, licensees, successors, and assigns, all public vehicles, including, by way of illustration but without limitation, police, fire and other emergency vehicles, trash and garbage collection vehicles, U. S. Postal Service vehicles and privately owned delivery vehicles, shall have the right to enter upon and use the street for ingress and egress from lots and other lots in the neighborhood in performance of their duties.
- 4. Golf course easement (G.C.) for ingress, egress of golf maintenance vehicles, installation and maintenance of golf improvements, sub-surface facilities and maintenance of lakes, retention ponds and common areas within said easements.
- 5. Preservation easements (P.E.) are hereby created to preserve portions of the Red Estate in an undisturbed and natural condition. No building, structure or other improvement shall be constructed, erected, altered, placed or permitted to remain in any preservation easement, except nature trails as improved and maintained by the Declarant or Association. Except as provided in the preceding sentence, there shall be no clearing of any trees or overgrowth within preservation easements without the expressed written permission of the Declarant or Association. No grass or other vegetation shall be planted in any preservation easement, except plantings approved in advance and in writing by NCC.

Blocks "A" & "C" are hereby designated as Exclusive Common Area (see

persons not have delineated from less than twenty lot line.

Where buildings are on restrictions shall apply they were one lot.

7. DURATION:

These covenants and shall be binding upon the 90th (90) years after they shall automatically terminate, unless such as B, Section 5, of the 1

8. USE RESTRICTIONS:

Restrictions on use of Declarant. Upon run example, but without limitation, pools, fences

9. STREET IMPROVEMENTS

Declarant hereby may construct and maintain within the Sub-division, appropriate public utility

10. FENCING:

a. No solid fencing yards. Solid fence must be center residence on the fencing shall be used in the rear

b. Fences erected fence decorative

c. If an approved fence be located direct

11. LANDSCAPING:

All Lots shall be given accordance with the (measured one (1) to and may be removed

12. ENFORCEMENT:

The right of enforcement herein means, includes due process of law to

JKK

JFK
No. 9600012

Covenants to Hamilton Proper also apply to this addition

hereinafter, "said Estate"),
states this title
lot (the "Plot")

shall include the
additional Real Estate
of THE APPLICANT

By dedicated to

in and
in addition
of Covenants,
for 21, 1981, and
in the Office of the
the rights,
association, Inc.,
as set forth in
thereby promulgated
amended or modified
on any covenant or
attached to the
then contained herein
in conflict, it being the
applicable to the said
and restrictions contained in
it by reference.
The owners of
and shall run
expense of any

nature from an improved and maintained of use...
Association. Except as provided in the preceding sentence, there shall be
no clearing of any trees or evergreens within preservation easements
without the expressed written permission of the Declarant or Association.
No grass or other vegetation shall be planted in any preservation
easement, except plantings approved in advance and in writing by MCC.

Blocks "A" & "C" are hereby designated as Exclusive Common Area (as
defined in the Declaration), which is for the use by one primary benefit
of the owners of all lots and owners of other lots in the Neighborhood.
All costs associated with maintenance, repair, replacement and insurance
of the improvements and real estate within Blocks "A" & "C" shall be
assessed against the owners of all lots and owners of other lots in the
Neighborhood. A drainage and utility easement, as defined in this plan, is
hereby established over, under, through and across Blocks "A" & "C".
An ingress and egress easement may and across Blocks "A" & "C" is
hereby established for the owners of all lots and owners of other lots in
the Neighborhood, and for their guests, invitees, licensees, successors,
and assigns, in addition to such guests, invitees, licensees, successors,
and assigns, but without limitation, police, fire and other emergency
vehicles, trash and garbage collection vehicles, U. S. Postal Service
vehicles and privately owned delivery vehicles, shall have the right to
enter upon and use the street for ingress and egress from lots in
performance of their duties.

Owners of all lots shall take title to the rights of public and
private utilities, governmental agencies, Declarant, Association and
other lot owners to the easements hereby reserved for ingress and
egress by, along and through strips of ground for the purposes herein
stated.

3. DWELLING SIZE AND USES

All lots shall be improved and developed as residential lots. No business
building shall be erected on any lot and no business may be conducted
on any lot except as permitted by the Declaration and the Ordinance.
No structure shall be erected, altered, placed or permitted to remain on
any lot, other than (1) one detached single-family dwelling and to exceed
29 feet in height, and (2) residential accessory buildings. Any garage
or accessory building erected shall be of a residential type of
construction, and shall conform to the general architecture and appearance
of the Subdivision. The minimum square footage of living space of
dwellings constructed shall be 3,000 square feet for a single-story
residence and 3,500 square feet for a multi-story residence, with the
ground floor having a minimum of 1,750 square feet, exclusive of porch, a
terrace, garage, carport, accessory buildings and basements.
a. Building Elevations: Maximum First Floor Elevations (MFFE) for each lot
shall be 797.00; Minimum Basement Finished Floor Elevations (MBFFE)
for each lot shall be 792.4.

4. ACCESSORY BUILDINGS

Accessory buildings (if any) shall not exceed 20% of the total floor area
of a residence, excluding basement, unless the basement is a walk-out and
is in a finished condition for living purposes, and must receive MCC
approval.

and may be removed

12. ENFORCEMENT

The right of enforcement
herein means, includes
this process of law to
interest, is reserved to
representatives, much
without being required

13. SEWER SERVICE AGREEMENT

Each purchaser of a
provisions, conditions
certain Sewer Service
Southwestern Utilities

14. AGREEMENT

This Plot may be an
recorded in the Office
approved and signed
of the owners of the
any of the lots in it

15. SUMP PUMPS

Each sump-pump to
on the First Estate

IN TESTIMONY WHEREOF, with

APPROACH LLC
BY: HOG INVESTMENTS, LLC
Its dual "A" member

By: Harold D. Garrison, Jr.
STATE OF INDIANA
COUNTY OF *Madison* SS

Before me, a Notary Public
Harold D. Garrison, known
Investments, LLC, the Chairman
of the foregoing certificate

Witness my hand and voice

NAME: *Harold D. Garrison*
My Commission Expires: *11/15/2011*

All from the Town of
other structures
phone shall have
recreation and the
shall be, building
lawn, playground

ix) landscape, oceans,
property or in
are reserved for
method, the Association,
agencies, or future;

provide paths and
or owned or in
of the Neighborhood
responsibility of
own Lot. Under no
acted in any manner by
it, nor shall any
major easement or
any other necessary
governmental authority
at the successors

use of the public or
the sanitary code
method. Some statements
pool, marsh, etc.,
and remove, maintain,
any structure that

use of public and
action of poles, pipes,
structures, as well as for
over and across lots as
existing material,
utilization signs,
improvements may
Association in provide
re and automatically
front and Association
reconstruct and

2. INTERSECTION VISIBILITY:

No fence, wall, hedge or shrub planting, which obstructs sight lines of
elevations between lots and six feet above the street, shall be placed or
permitted to remain on any corner lot within the triangular area formed by
the Front Lot Lines (as hereinafter defined) and a line connecting points
25 feet from the intersection of such Front Lot Lines. No trees shall be
permitted to remain within such triangular area unless they fall on the line
mentioned at sufficient height to prevent obstruction of the sight lines
referred to above.

6. SETBACK REQUIREMENTS:

Unless otherwise provided herein or on the Plat, no dwelling or
above-grade structure shall be constructed or placed within the required
yards and setbacks on any Lot described in this paragraph.

a. "Front Lot Line" means a Lot boundary that abuts a road or street.
The area between the building line shown on the Plat and a Front Lot
Line that comprises a required front yard and setback.

b. "Side Lot Line" means a Lot boundary that extends from a Front Lot
Line to the Rear Lot Line (as hereinafter defined) but does not constitute
a Front Lot Line. On corner lots, the Side Lot Line may be determined
from either Front Lot Line. In the case of a Lot with two (2) Side
Lot Lines, side yards and setbacks aggregating not less than twenty
(20) feet in depth shall be provided along the Side Lot Lines.
provided, however, that neither side yard and setback shall be less
than seven and one-half (7.5) feet in depth; and in the case of a Lot
with one (1) Side Lot Line, a side yard and setback of not less than
seven and one-half (7.5) feet in depth shall be provided. In the case
of a Lot with only one (1) Lot boundary other than a Front Lot Line,
such Lot boundary shall be deemed and construed to be a Side Lot Line.

c. "Rear Lot Line" means a Lot boundary that is farthest from and
substantially parallel with a Front Lot Line but does not constitute
a Front Lot Line. On corner lots, the Rear Lot Line may be
determined from either Front Lot Line. A rear yard and setback not
less than twenty (20) feet in depth shall be provided along the Rear
Lot Line.

Where buildings are erected on multiple lots (or parts thereof), these
restrictions shall apply to the combined lots (or parts thereof) as if
they were one lot.

7. DURATIONS:

These covenants and restrictions shall run with the Real Estate, and shall
be binding upon the Real Estate and remain in effect for a period of
thirty (30) years after the date the Plat is recorded, after which time
they shall automatically be extended for successive periods of ten (10)

HAMILTON PROPERT, LLC
BY: HOD INVESTMENTS, LLC
Its duly authorized member
By: [Signature]
Harold D. Garrison, Jr.
STATE OF INDIANA
COUNTY of Warrick

Believe me, a Notary Public
Harold D. Garrison, known to
be competent, LLC, the Donee
execution of the foregoing
witness my hand and Notary
Name: Harold D. Garrison, Jr.
By Commission Expires: 12/31/2014

The undersigned, LesSole By
of the Real Estate pursuant
recorded in the Office of the
12/20/2014 5:43 PM
LesSole Party Notarized, does
By: [Signature]
Name: [Name]
Attest: [Signature]
None

Before me, a Notary Public
[Signature]
My Commission Expires: 12/31/2014
Witness my hand and Notary
Name: [Signature]
By Commission Expires: 12/31/2014

DEDICATION OF PLAT OF THE
The undersigned, Approver
legally competent and Own
the Plat of This Approach,
occurrences with the Plat

pect, maintain, and remove moths, dry structure that

ree of public and location of poles, pipes, structures, as well as for

over and across lots as concerning material, utilization signs.

Improvements may Association to provide re and aesthetically different and Association reconstruct and decape assessments. Is shall have the right s assessments, except for

ly interviews with, is granted herein, It shall not construct or ruction on or over any ills Declarant's or ny landscape

provide vehicular access adjoining such lots or id primary use of the the Neighborhood. All cement and insurance of cement against the the Neighborhood. An cements of all lots and for their quality, fixtures, o such owners, grants, public vehicles, including, ics, fire and other n vehicles, U. S. Postal hildren, and have the right and agrees from lots and of their duties.

of gull maintenance i of gull maintenance, sub-surface mprovements, sub-surface and common areas

ed to preserve portions of condition. No building, icted, erected, altered, ion statement, except he Declarant or ng sentence, there shall be reservation easements a Declarant or Association, n any preservation e and in writing by NCC.

Covenants to Hamilton Proper also apply to this addition

7. "Rear Lot Line" means a Lot boundary that is furthest from and substantially parallel with a Front Lot Line but does not constitute a Front Lot Line. On corner lots, the Rear Lot Line may be determined from either Front Lot Line. A rear yard and setback not less than twenty (20) feet in depth shall be provided along the Rear Lot Line.

Where buildings are erected on multiple lots (or parts thereof), these restrictions shall apply to the combined lots (or parts thereof) as if they were one lot.

7. DURATION:

These covenants and restrictions shall run with the First Estate, and shall be binding upon the First Estate and remain in effect for a period of thirty (30) years after the date the Plat is recorded, after which time they shall automatically be extended for successive periods of ten (10) years each, unless such extension is disapproved as provided in Article II, Section 5, of the Declaration.

8. USE RESTRICTIONS:

Restrictions on use of lots exist and are described in detail in the Declaration. Uses restricted by the Declaration include, by way of example, but without limitation, signs, parking, on-street and path, entrance, parks, fountains, lighting, landscaping, leasing and businesses.

9. STREET IMPROVEMENTS:

Declarant hereby reserves for itself and Association the right to construct and maintain improvements within the right-of-way of streets within the Subdivision, subject to specific construction plan approved by appropriate public authorities.

10. FENCING:

a. No solid fencing shall be erected in required front, side or rear yards. Solid fencing shall not exceed six (6) feet in height and must be constructed of masonry used in construction of the residence on the lot, or as approved by NCC. All other types of fencing shall be constructed of materials compatible with materials used in the residence.

b. Fences erected in required yards shall be limited to open wooden fences designated by NCC and shown in the Guidelines.

c. If an approved fence is constructed at a landscape easement, it must be located directly on the interior boundary of the easement.

11. LANDSCAPING:

All lots shall be governed by landscaping plans approved by NCC in accordance with the Guidelines. Specimen trees in excess of 3" caliper (measured one (1) foot above grade) shall be preserved whenever possible and may be removed only upon prior approval of NCC.

12. ENFORCEMENT:

The right of enforcement of the foregoing covenants and restrictions by

Before me, a Notary Public
My Comm. Expires
Witness my hand and Notary Seal
Notary Public
My Commission Expires

The undersigned, Approach Realty Company and One the Plat of The Approach, occurrence with the Plat & one through thirty-one, by them on the Plat.

All rights-of-way shown on for its use as public ways
BE WITNESS HERETO, Approach to be executed on th

APPROACH LLC
ONE HOUS INVESTMENTS, LLC
By: [Signature]
Notary Public
STATE OF ILLINOIS
COUNTY OF Willard SS:

Before me, a Notary Public
Witness my hand and Notary Seal

By: [Signature]
Notary Public
STATE OF ILLINOIS
COUNTY OF Willard SS:

Before me, a Notary Public
Witness my hand and Notary Seal

U.S. roads, U.S. roads, shall have the right and egress from lots and of their duties.

of golf maintenance improvements, sub-surface ponds and common areas

ed to preserve portions of condition. No building, located, erected, altered, extension, except in Declarant or in any sentence, there shall be reservations easements a Declarant or Association, in any preservation and in writing by MCC.

Shrine Common Area (as by and primary benefit lots in the neighborhood replacement and insurance policy "A" & "C" shall be owners of other lots in the as defined in this plot, in across Blocks "A" & "C" is and owners of other lots in a. However, successors, licensees, licensees, including, by way of and other emergency U.S. Postal Service shall have the right to against terms later in

a of public and anti, Association and served for ingress and for the purpose herein

of lots. No business as may be conducted and the Guidelines, permitted to furnish on dwelling not to exceed change. Any garage lot type of

Structure and appearance 4. Making space of 7. 8. Single-story residence, with the 12. Includes of porch

Covenants to Hamilton Proper also apply to this addition

fencing shall be constructed of materials compatible with materials used in the residence.

b. Fences erected in required yards shall be limited to open vistas hence designated by MCC and shown in the Guidelines.

c. If an approved fence is constructed at a landscape easement, it must be located directly on the interior boundary of the easement.

11. LANDSCAPING:

All Lots shall be governed by landscaping plans approved by MCC in accordance with the Guidelines. Specimen trees in excess of 3" caliper (measured one (1) foot above grade) shall be preserved whenever possible and may be removed only upon prior approval of MCC.

12. IMPROVEMENTS:

The right of enforcement of the foregoing covenants and restrictions by lawful means, including but not limited to the right to cause removal by due process of law of structures erected or improved in violation thereof, is reserved to Association and owners of Lots, their legal representatives, successors and assigns, who are entitled to such relief without being required to show any damage of any kind.

13. SEWER SERVICE AGREEMENT:

Each purchaser of a Lot shall acquire such Lot subject to all terms, provisions, conditions and covenants required by and set forth in a certain Sewer Service Agreement between Declarant and Hamilton-Southern Utilities, Inc., dated June 3, 1991.

14. AMENDMENT:

This Plan may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, approved and signed by the Declarant and at least FIFTY percent (50%) of the owners of the Lots, so long as Declarant holds less simple title to any of the Lots in the Neighborhood.

15. SWAMP PUMPS:

Swamp pumps with battery backup are required in all basins constructed on the First Estate which contain a basement or crawl space.

IN TESTIMONY WHEREOF, witness the signature of Declarant this 10th day of January, 2001.

APPROACH, LLC
BY: HOC INVESTMENTS, LLC
Its dual "A" member

By: [Signature]
Herald D. Garrison, Sr. Sales Member

STATE OF INDIANA
COUNTY OF Hamilton SS

Herald D. Garrison, Sr. and for said County and State, personally appeared

in and appearing in person witness my hand and Notary

NAME: [Signature]
By Commission Expires: [Signature]

HAMILTON PROPER, LLC
BY: HOC INVESTMENTS, LLC
Its dual "A" member

By: [Signature]
Herald D. Garrison, Sr.
STATE OF INDIANA
COUNTY OF Hamilton SS

Herald D. Garrison, Sr. Notary Public
Herald D. Garrison, known
Investments, LLC, the Class
execution of the foregoing
witness my hand and Notary

NAME: [Signature]
By Commission Expires: [Signature]

COMMISSION CERTIFICATE

Under authority provided by Assembly of the State of adopted by the Term of 1

Adopted by the Term of [Signature]

Fidelity Title Company
President [Signature]
Printed Name: [Signature]

SEE

THE

AN

HAMILTON



the right lines of
shall be placed or
regular area formed by
connecting points
1. No trees shall be
a. The foliage line is
of the right lines

framing or
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approach.

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of with two (2) side
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Side Lot Lines.

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Red Estate, and shall
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y, after which time
periods of ten (10)
provided in Article

Covenants to Hamilton Proper also apply to this addition

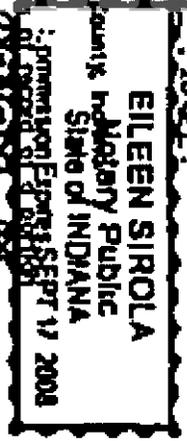
HAMILTON PROPER, LLC
BY: HOC MEMBERSHIP, LLC
Its duly "X" member

By: Harold D. Garrison, Sales Member
STATE OF INDIANA
COUNTY of Johnson

Before me, a Notary Public in and for said County and State, personally appeared
Harold D. Garrison, known to me and known by me to be the sole member of HOC
Membership, LLC, the sole "X" member of Hamilton Proper, LLC, who acknowledged the
execution of the foregoing certificate for and on behalf of such limited liability company.

Witness my hand and Notary Seal this 10th day of January, 2009.

NAME: Eileen Sirola President of HOC
My Commission Expires SEP 17 2008



The undersigned, Local Bank National Association, being mortgagee of certain Real Estate
of the Red Estate pursuant to that certain Real mortgage dated 07-23-08 and
recorded in the Office of the Recorder of Hamilton County, Indiana as Instrument Number
20080043495, hereby joins in the execution of the Plat.

Local Bank National Association

By: E. Garrison

Title: Assistant Vice President

Attenti: David W. Keffer

Title: Senior Vice President

By: Myra M. Nelson and for said County and State, personally appeared
Myra M. Nelson, known to me and known by me to be the
attorney in fact for Local Bank National Association acknowledged the execution of the foregoing
certificate for and on behalf of such
Witness my hand and Notary Seal this 10th day of January, 2009.

NAME: Myra M. Nelson
My Commission Expires 1-17-11

Myra M. Nelson, Notary Public
Jeffrey A. Hallstein, Notary Public
Recorder of Johnson County
My Commission Expires 1-28-09

DEDICATION OF PLAT OF THE APPROACH

The undersigned, Approach, LLC and Hamilton Proper, LLC, both being Indiana limited
liability companies and Owner's of record of portions of the Red Estate described in
the Plat of This Approach, do hereby lay off, plat and subdivide the same in
conformance with the Plat and description. The Approach consists of 31 lots numbered
one through thirty-one, inclusive, together with streets, easements and public way
shown on the Plat.

All rights-of-way shown and not hereto dedicated are hereby dedicated to the public.

Covenants to Hamilton Proper also apply to this addition

in detail in the
 idea, by way of
 do and fails,
) and business.

the right to
 it-of-way at streets
 on plan approved by

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 All other types of
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 killed to such extent
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 and set forth in a
 and Hamilton-

s by an instrument
 County, Indiana,
 FIFTY percent (50%)

shown on the Plat.

All rights-of-way shown and not hereby dedicated are hereby dedicated to the public for its use as public ways.

WE WITNESS WHEREOF, Approach LLC and Hamilton Proper, LLC, have caused this plat to be executed on the 10th day of September, 2011.

APPROACH LLC
 BY: HOG INVESTMENTS, LLC
 Its duly authorized

By: [Signature]
 Harold D. Garrison, Its Sole Member

STATE OF INDIANA }
 COUNTY OF Hamilton } SS:

Before me, a Notary Public in and for said County and State, personally appeared Harold D. Garrison, known to me and known by me to be the sole member of HOG Investments, LLC, the Class "A" Member of Approach, LLC, who acknowledged the execution of the foregoing certificate for and on behalf of said limited liability company.

Witness my hand and Notary Seal this 10th day of September, 2011.

NAME: Eileen Sirola Resident of
 My Commission Expires: Sept-08
 HAMILTON PROPR, LLC
 BY: HOG INVESTMENTS, LLC
 Its duly authorized

EILEEN SIROLA
 Notary Public
 State of INDIANA
 Commission Expires SEPT 17 2008

By: [Signature]
 Harold D. Garrison, Its Sole Member
 STATE OF INDIANA }
 COUNTY OF Hamilton } SS:

Before me, a Notary Public in and for said County and State, personally appeared Harold D. Garrison, known to me and known by me to be the sole member of HOG Investments, LLC, the Class "A" Member of Hamilton Proper, LLC, who acknowledged the execution of the foregoing certificate for and on behalf of said limited liability company.

Witness my hand and Notary Seal this 10 day of September, 2011.

NAME: Eileen Sirola Resident of Madison
 My Commission Expires: Sept-08

EILEEN SIROLA
 Notary Public
 State of INDIANA
 Commission Expires SEPT 17 2008

Under authority provided by Title 36, Acts of 1901, P.L. 309, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto and an ordinance adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held on the 10th day of September, 2011.

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and.

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and set forth in a
and Heretofore—

By an instrument
County, Indiana,
PRTY Percent (50%)
side less simple title to

In all homes constructed
from spots.

this 10th day of

Sista, personally appeared
as the sole member of PDS
who acknowledged the execution
mited liability company.

Journal . 2001.

EILEEN SIROLA
County, Indiana Public
State of INDIANA
Commission Expires SEPT 17 2009

World D. Garrison, known to me and known by me to be one same member of PDS
Investments, LLC, the Class "A" member of Hamilton Proper, LLC, who acknowledged the
execution of the foregoing certificate for and on behalf of such limited liability company.
Witness my hand and Notary Seal this 12 day of February, 2001.

NAME: Eileen Sirola, Resident of Moores
By Commission Expires 9-17-09

COMMISSION CERTIFICATE

Under authority provided by Title 36, Acts of 1901, P.L. 309, enacted by the General
Assembly of the State of Indiana, and all acts amendatory thereto and an ordinance
adopted by the Town of Fishers as follows:

Adopted by the Town Plan Commission at a meeting held on the 10th day of
January, 2001.

Fisher's Town Commission
John D. 20080

President
John D. 20080

(Printed Name: John D. 20080)

SECONDARY PLAT THE APPROACH AN ADDITION TO HAMILTON COUNTY, INDIANA

MPA
MELTON-PACKARD & ASSOCIATES
Civil Engineers & Land Planners
8444 Colterwood Drive • Suite 700 • Indianapolis, Indiana 46250
OFFICE (317) 577-0059 • Fax: (317) 577-1879

DRAWING: 9316APT.DWG

SHEET 2 OF 2

Covenants to Hamilton Proper also apply to this addition

21600
9

200100039242
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
06-28-2001 02:10 pm.
DEC COV RES 25.00

Cross Reference Instrument No. 20010003063, Plat Cabinet 2, Slide 543

**DECLARATION OF RESTRICTIVE COVENANTS
FOR LOTS 7, 8 AND 16 OF THE APPROACH**

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR LOTS 7, 8 AND 16 OF THE APPROACH (this "Declaration") is made this 21st day of June, 2001, by APPROACH, LLC, an Indiana limited liability company organized and existing under the laws of the State of Indiana, having its principal office and place of business at 700 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204-2960 (the "Declarant"),

WITNESSETH: That

WHEREAS Declarant is the owner of real property described as follows:

Lot Number Seven (7) in The Approach, a subdivision in Hamilton County, Indiana as per plat thereof, recorded January 19, 2001, as Instrument No. 20010003063, Plat Cabinet 2, Slide 543 in the Office of the Recorder of Hamilton County, Indiana ("Lot 7"); and

WHEREAS Declarant is the owner of real property described as follows:

Lot Number Eight (8) in The Approach, a subdivision in Hamilton County, Indiana as per plat thereof, recorded January 19, 2001, as Instrument No. 20010003063, Plat Cabinet 2, Slide 543 in the Office of the Recorder of Hamilton County, Indiana ("Lot 8"); and

WHEREAS Declarant is the owner of real property described as follows:

Lot Number Sixteen (16) in The Approach, a subdivision in Hamilton County, Indiana as per plat thereof, recorded January 19, 2001, as Instrument No. 20010003063, Plat Cabinet 2, Slide 543 in the Office of the Recorder of Hamilton

CHICAGO TITLE

County, Indiana ("Lot 16") (Lot 7, Lot 8 and Lot 16 are sometimes hereinafter referred to collectively as the "Real Estate"); and

WHEREAS Declarant, as the owner of the Real Estate, hereby declares that such Real Estate shall be held, sold, and conveyed subject to the following restrictive covenants which shall run with the Real Estate and shall be binding on all parties having any right, title, or interest in the Real Estate or any part thereof, their heirs, successor, successors-in-title, and assigns.

1. **Lot 7 Rear Setback Requirements.** The rear setback line for Lot 7 shall be as described and depicted on Exhibit A attached hereto and made a part hereof.
2. **Lot 8 Rear Setback Requirements.** The rear setback line for Lot 8 shall be as described and depicted on Exhibit B attached hereto and made a part hereof.
3. **Lot 16 Rear Setback Requirements.** The rear setback line for Lot 16 shall be as described and depicted on Exhibit C attached hereto and made a part hereof.
4. **The Plat.** This Declaration shall, wherever possible, be construed in a manner consistent with that certain Secondary Plat of The Approach, an addition to Hamilton County, Indiana, recorded January 29, 2001 in the Office of the Recorder of Hamilton County, Indiana as Instrument No. 200100003063, Plat Cabinet 2, Slide 543 (the "Plat"). Notwithstanding the foregoing, with respect to Lot 7, Lot 8 and Lot 16, the rear setback line restrictions set forth in Paragraphs 1, 2 and 3 above, shall supercede the rear setback line restrictions set forth in the Plat. All other terms, conditions and restrictions set forth in the Plat shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the day and year first above written.

APPROACH, LLC, an Indiana
limited liability company

By: HDG Investments, LLC, an Indiana
limited liability company, Class A
Member

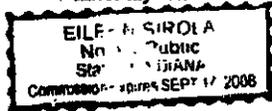
By: 
Harold D. Garrison, its Sole Member

CHICAGO TITLE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Harold D. Garrison, who being first duly sworn by me upon his oath, stated that he is the Sole Member of HDG Investments, LLC, an Indiana limited liability company, a Class A Member of Approach, LLC, that he is duly authorized to execute the foregoing on behalf of such entities, that any statements or representations of fact contained therein are true and he acknowledged execution of the foregoing on behalf of said entities.

Witness my hand and Notarial Seal this 2nd day of June, 2001.



NOTARY PUBLIC:

Eileen Sirola

Printed: Eileen Sirola

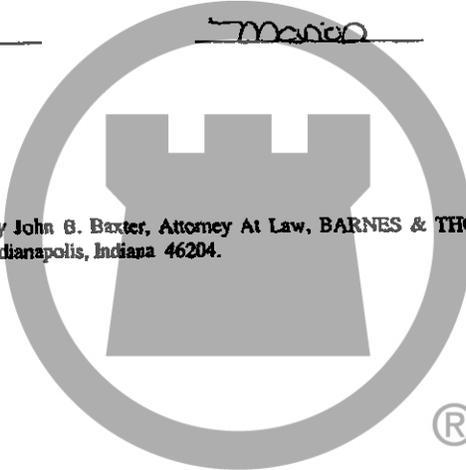
My Commission Expires:

9-17-08

My County of Residence:

Marion

This instrument prepared by John B. Baxter, Attorney At Law, BARNES & THORNBURG,
14 South Meridian Street, Indianapolis, Indiana 46204.



CHICAGO TITLE

IND001 BAXTER 4/25/02

**EXHIBIT "A" - LOT SEVEN
SHEET 1 of 2**

MELTON-PACKARD & ASSOCIATES

Civil Engineers • Land Planners
8444 Castlewood Drive • Suite 700 • Indianapolis, Indiana 46250
Office: (317) 577-0069 • Fax: (317) 577-1879

LAND DESCRIPTION

The Approach at Hamilton Proper
Lot Seven

A part of Lot Number Seven in The Approach per Secondary Plat thereof recorded in Plat Cabinet 2, Slide 543 as Instrument Number 200100003063 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot Seven, said point being on a curve concave Southerly having a central angle of $12^{\circ}03'46''$ and a radius of 175.00 feet (the following four (4) courses being along the Northerly and Easterly lines of said Lot Seven); (1) thence Easterly along the arc of said curve a distance of 36.84 feet (said arc being subtended by a chord having a bearing of North $89^{\circ}49'22''$ East and a length of 36.78 feet) to the point of reverse curvature of a curve concave Northerly having a central angle of $12^{\circ}53'41''$ and a radius of 225.00 feet; (2) thence Easterly along the arc of said curve a distance of 50.64 feet (said arc being subtended by a chord having a bearing of North $89^{\circ}24'25''$ East and a length of 50.53 feet) to the point of compound curvature of a curve concave Northwesterly having a central angle of $02^{\circ}06'42''$ and a radius of 1066.53 feet; (3) thence Northeasterly along the arc of said curve a distance of 39.31 feet (said arc being subtended by a chord having a bearing of North $81^{\circ}54'14''$ East and a length of 39.31 feet); (4) thence South $09^{\circ}09'07''$ East a distance of 127.47 feet; thence North $87^{\circ}03'12''$ West a distance of 16.63 feet; thence North $81^{\circ}53'03''$ West a distance of 35.37 feet; thence North $77^{\circ}33'00''$ West a distance of 70.65 feet; thence North $76^{\circ}40'11''$ West a distance of 21.74 feet to a point on the West line of said Lot Seven; thence North $02^{\circ}53'17''$ West along said West line a distance of 93.70 feet to the Point of Beginning. Containing 0.335 acres (14,609 square feet) more or less.



CHICAGO TITLE

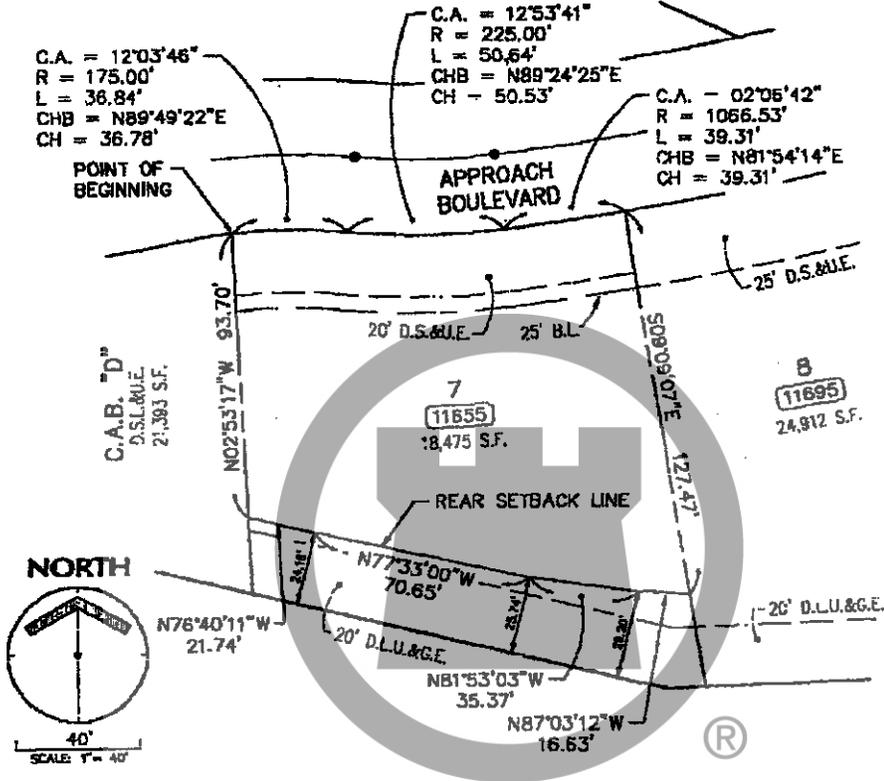
**EXHIBIT "A" - LOT SEVEN
SHEET 2 of 2**

MELTON-PACKARD & ASSOCIATES

Civil Engineers • Land Planners

8444 Castlewood Drive • Suite 700 • Indianapolis, Indiana 46250

Office: (317) 577-0069 • Fax: (317) 577-1879



CHICAGO TITLE

**EXHIBIT "B" - LOT EIGHT
SHEET 1 of 2**

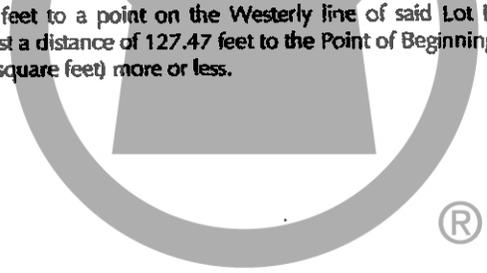
MELTON-PACKARD & ASSOCIATES
Civil Engineers • Land Planners
8444 Castlegood Drive • Suite 700 • Indianapolis, Indiana 46250
Office: (317) 577-0089 • Fax: (317) 577-1878

LAND DESCRIPTION

The Approach at Hamilton Proper
Lot Eight

A part of Lot Number Eight in The Approach per Secondary Plat thereof recorded in Plat Cabinet 2, Slide 543 as Instrument Number 200100003063 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot Eight, said point being on a curve concave Northeasterly having a central angle of $05^{\circ}32'31''$ and a radius of 1066.53 feet (the following three (3) courses being along the Northerly and Easterly lines of said Lot Eight); (1) thence Northeasterly along the arc of said curve a distance of 103.16 feet (said arc being subtended by a chord having a bearing of North $78^{\circ}04'37''$ East and a length of 103.12 feet); (2) thence North $75^{\circ}18'22''$ East a distance of 34.85 feet; (3) thence South $14^{\circ}41'38''$ East a distance of 157.11 feet; thence North $82^{\circ}32'27''$ West a distance of 18.77 feet; thence North $89^{\circ}44'36''$ West a distance of 39.92 feet; thence South $89^{\circ}07'25''$ West a distance of 30.00 feet; thence South $83^{\circ}25'56''$ West a distance of 45.54 feet; thence South $88^{\circ}03'13''$ West a distance of 19.21 feet to a point on the Westerly line of said Lot Eight; thence North $09^{\circ}09'07''$ West a distance of 127.47 feet to the Point of Beginning. Containing 0.458 acres (19,931 square feet) more or less.


CHICAGO TITLE

**EXHIBIT "B" - LOT EIGHT
SHEET 2 of 2**

MELTON-PACKARD & ASSOCIATES

Civil Engineers • Land Planners

8444 Castlewood Drive • Suite 700 • Indianapolis, Indiana 46250

Office: (317) 577-0069 • Fax: (317) 577-1879

NORTH



C.A. = $05^{\circ}32'31''$
R = 1088.53'
L = 103.16'
CHB = $N78^{\circ}04'37''E$
CH = 103.12'

POINT OF BEGINNING

APPROACH BOULEVARD

INITIAL PRESERVATION
C.A.B. "E"
157.11'

7
11655
18,475 S.F.

8
11695
24,912 S.F.

REAR SETBACK LINE

$S88^{\circ}03'13''W$
19.21'

$S83^{\circ}25'56''W$
45.54'

$S89^{\circ}07'25''W$
30.00'

$N89^{\circ}44'36''W$
39.92'

$NB2^{\circ}32'27''W$
18.77'

CHICAGO TITLE

**EXHIBIT "C" - LOT SIXTEEN
SHEET 1 of 2**

MELTON-PACKARD & ASSOCIATES

Civil Engineers • Land Planners

8444 Castlewood Drive • Suite 700 • Indianapolis, Indiana 46250

Office: (317) 577-0088 • Fax: (317) 577-1879

LAND DESCRIPTION

**The Approach at Hamilton Proper
Lot Sixteen**

A part of Lot Number Sixteen in The Approach per Secondary Plat thereof recorded in Plat Cabinet 2, Slide 543 as Instrument Number 200100003063 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot Sixteen, said point being on a curve concave Easterly having a central angle of $72^{\circ}33'01''$ and a radius of 50.00 feet (the following two (2) courses being along the Easterly and Southerly lines of said Lot Sixteen); (1) thence Southerly along the arc of said curve a distance of 63.31 feet (said arc being subtended by a chord having a bearing of South $10^{\circ}44'56''$ East and a length of 59.17 feet); (2) thence South $42^{\circ}58'34''$ West a distance of 62.00 feet; thence North $51^{\circ}22'43''$ West a distance of 54.13 feet; thence North $49^{\circ}25'25''$ West a distance of 47.04 feet; thence North $22^{\circ}57'28''$ West a distance of 10.36 feet; thence North $16^{\circ}16'18''$ West a distance of 33.59 feet; thence North $12^{\circ}16'21''$ West a distance of 35.32 feet; thence North $02^{\circ}38'13''$ East a distance of 24.48 feet to a point on the North line of said Lot Sixteen; thence South $64^{\circ}28'25''$ East a distance of 143.05 feet to the Point of Beginning. Containing 0.286 acres (12,460 square feet) more or less.



CHICAGO TITLE

