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FIRST AMENDMENT TO ASHMORE TRACE  
COVENANTS AND RESTRICTIONS

This First Amendment to the Covenants and Restrictions of Ashmore Trace is executed this 21 day of August, 1995, as an amendment to that certain Ashmore Trace Covenants and Restrictions re: Filed with the Recorder of Hamilton County on or about December 29, 1994, as Instrument Number 9452520.

This First Amendment is as follows:  
The last paragraph on page 6 which states the following is removed in its entirety:

AFCBSS EASEMENT: A 10 ft. access easement is located on the lot lines between 29 and 30 being equally divided 5 ft. on lot 29 and 5 ft. on lot 30. The purpose of this easement is to provide access to the Greenspace Common Area. The Board of Directors may adopt such rules and regulations with respect to the use thereof as it may deem appropriate including but not limited to the prohibition of the use of the easement by bicycles, skateboards and motorized or non-motorized vehicles.

All other terms and conditions of the Ashmore Trace Covenants and Restrictions as originally filed with the Recorder of Hamilton County shall remain in full force and effect



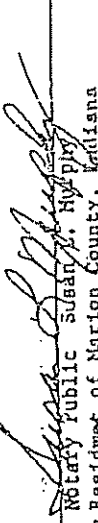
Richard Fisher, President  
SAFCO Development, Inc.

State of Indiana, Hamilton County,

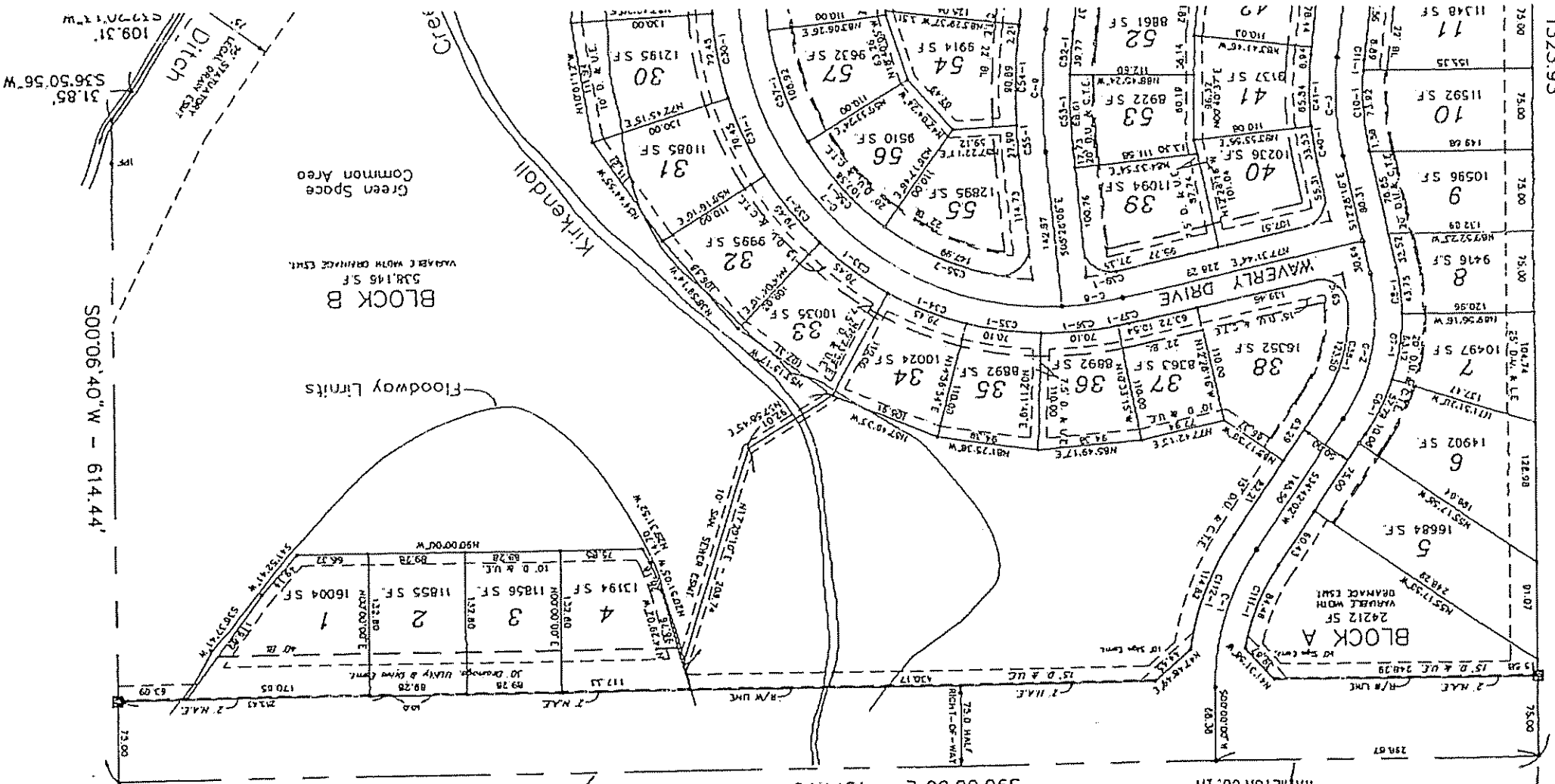
Before me the undersigned a Notary Public in and for Hamilton County, Indiana, Richard Fisher, President of Safco, Development, Inc. signed the above affidavit, this 26th day of September, 1995

My Commission Expires 9-29-99

Prepared by: The Editing Group  
1041 West Main Street  
Carmel, IN 46032

  
Notary Public Susan M. Hyslop  
Marion County, Indiana

Mary A. Clark  
RECORDER  
HAMILTON CO. IN



DULY ENTERED FOR TAXATION  
 Subject to final acceptance for transfer  
 29 day of Dec 19 94  
 Auditor  
 Hamilton County

# ASHMORE TRACE

## Secondary Plat

Submission Date: JULY 25, 1994

Instrument No. 9454521  
 P.C. No. \_\_\_\_\_  
 SHLD. No. 514

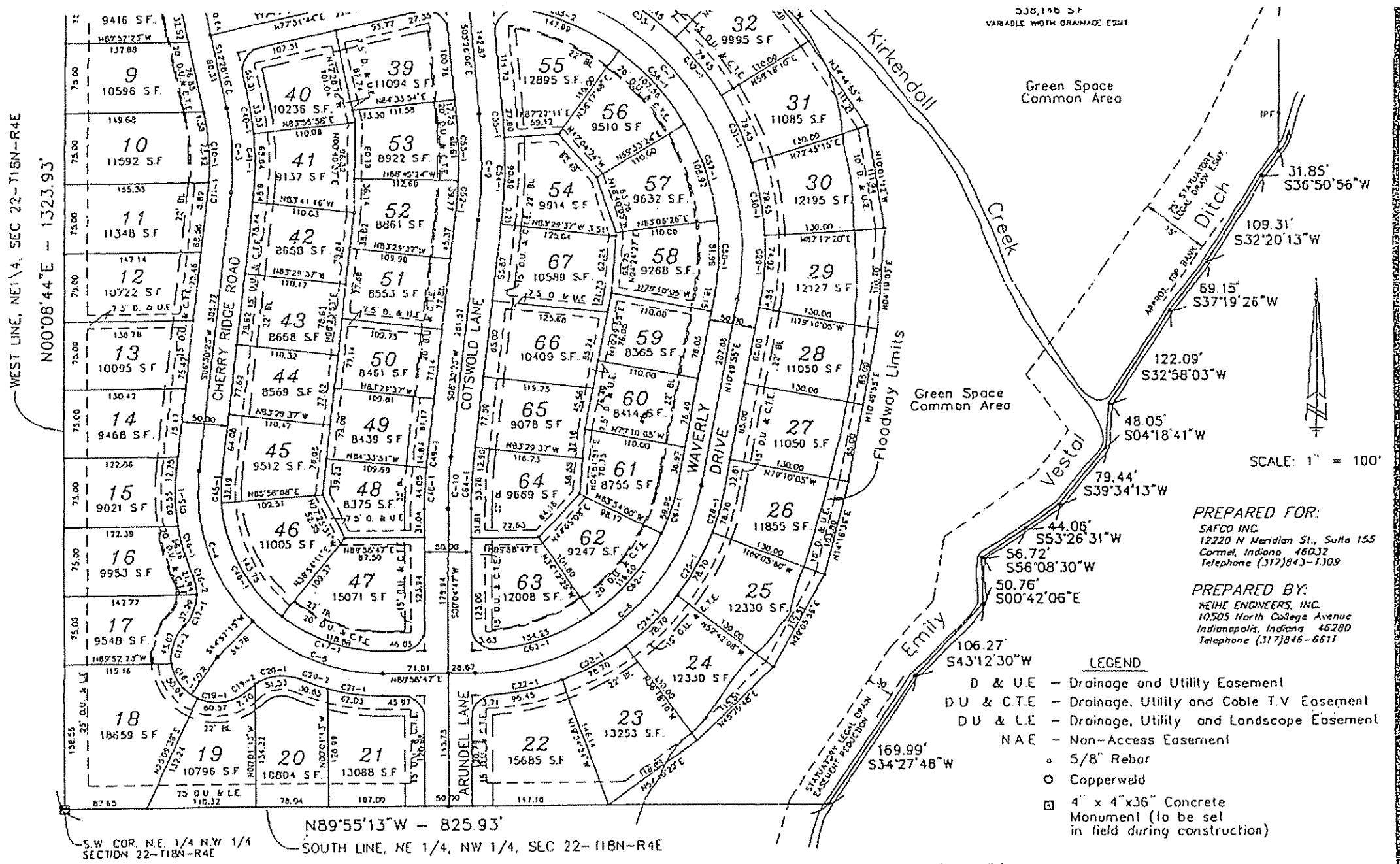
RECEIVED  
 FOR RECORD  
 94 DEC 29 PM 1:53

N.W. COR. NE 1/4 NW 1/4 HAMMILL-HORRY LINE, NW 1/4, SEC 22-118N-R4E  
 SECTION 22-118N-R4E  
 RECORDER  
 HAMILTON CO. IN

N.E. COR. NW 1/4  
 SECTION 22-118N-R4E  
 Centerline of 166th Street

This document referred  
 to in Document No.  
95-06495 - Rev 2-28-95

Oct. 18, 2001 1:09PM HAMILTON TITLE SECURITY LLC No. 4295-01P. 17



This Instrument Prepared by Allon H. Weihe, President - Weihe Engineers, Inc.

SHEET 2 OF 2

# ASHMORE TRACE

## Secondary Plat

Submission Date: JULY 25, 1994

owner of the  
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1994

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of September 1994.

### LEGAL DESCRIPTION

Part of the Northeast Quarter of the Northwest Quarter of Section 22, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 22, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana, thence South 00 degrees 06 minutes 40 seconds West (measured bearing - assumed basis of bearing is South 90 degrees 00 minutes 00 seconds East on the North line of said Northwest Quarter) 614.44 feet on the East line of said Northwest Quarter to the center line of the Emily Vestal Ditch (an open legal drain); the following eleven (11) courses are included for mathematical closure purposes, the actual boundary follows the meanderings of the center line of said ditch; 1.) thence South 36 degrees 50 minutes 56 seconds West, 31.85 feet; 2.) thence South 32 degrees 20 minutes 13 seconds West, 109.31 feet; 3.) thence South 37 degrees 19 minutes 26 seconds West, 69.15 feet; 4.) thence South 32 degrees 58 minutes 03 seconds West, 122.09 feet; 5.) thence South 04 degrees 18 minutes 41 seconds West, 48.05 feet; 6.) thence South 39 degrees 34 minutes 13 seconds West, 79.44 feet; 7.) thence South 53 degrees 26 minutes 31 seconds West, 44.06 feet; 8.) thence South 56 degrees 08 minutes 30 seconds West, 56.72 feet; 9.) thence South 00 degrees 42 minutes 06 seconds East, 50.76 feet; 10.) thence South 43 degrees 12 minutes 30 seconds West, 106.27 feet; 11.) thence South 34 degrees 27 minutes 48 seconds West, 169.99 feet to the South line of the Northeast Quarter of said Northwest Quarter; thence North 89 degrees 55 minutes 13 seconds West 625.93 feet on the South line of the Northeast Quarter of said Northwest Quarter to the Southwest corner of the Northeast Quarter of said Northwest Quarter; thence North 00 degrees 09 minutes 44 seconds East 1323.93 feet on the West line of the Northeast Quarter of said Northwest Quarter to the Northwest corner of the Northeast Quarter of said Northwest Quarter, said corner being collinear with and equidistant from the Northwest corner and the Northeast corner of said Northwest Quarter; thence North 90 degrees 00 minutes 00 seconds East 1314.73 feet on the North line of said Northwest Quarter to the POINT OF BEGINNING. Containing 36.10 acres, more or less.


Subject to the right-of-way for 146th Street.

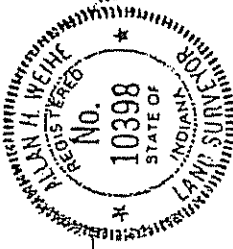
Subject to the Statutory Easement for the Emily Vestal Legal Drain.

Subject to all legal easements and rights-of-way.

This subdivision consists of 67 LOTS, numbered 1 through 67, Block "A", Block "B" and Streets, all as shown on the within plat. The size of the Lots, Blocks, and the width of the street right-of-way is shown in figures denoting feet and decimal parts thereof.

Witness my signature this 18th day of September, 1994.

  
Allan H. Weihe, Reg. L.S. - Indiana #10396




### BOARD OF PUBLIC WORKS

Plat Approved:


  
Steve Brown

  
Rick McKinney

  
Ted Johnson Mayor

Sept 6 1914

Plat Approved:

  
David Cunningham  
Department of Community Development  
Carmel, Indiana

CHORO	CHORO
70.30	134.20
76.40	140.04
43.96	90.67
96.54	173.94
82.78	157.99
208.63	318.54
360.36	451.86
27.81	55.36
57.00	113.36
28.07	56.03
29.10	57.59
31.52	62.36
21.86	43.86
37.23	73.85
4.45	8.89
31.48	62.35
78.23	58.07
11.14	21.76
19.58	39.13
24.19	47.56
27.34	47.99
34.67	56.93
3.86	7.69
28.52	45.28
15.45	30.83
31.71	61.83
48.71	84.97
39.67	78.44
39.62	78.44
74.72	88.26
37.64	74.74
39.34	78.24
39.94	78.24
20.84	70.24
38.84	78.24
38.84	78.24
39.34	79.28
35.20	69.96
15.70	69.96
5.27	10.54
66.49	120.04
13.88	27.34
16.78	33.51
33.05	65.71
16.14	32.14
76.71	139.75
81.84	116.61
22.94	44.03
7.42	14.84
19.89	39.76
36.36	68.56
45.54	50.80
14.95	27.90
74.98	146.07
54.24	108.84
55.74	108.18
41.32	81.65
30.16	59.78
39.64	115.30
69.19	132.77
76.67	53.25
42.87	83.84
58.44	113.81

This Instrument Prepared by Allan H. Weihe, President - Weihe Engineers, Inc.

Instrument No. 09452521  
P.C. No. 1 Slide No. 514

RECEIVED  
FOR RECORD

9th DEC 29 PM 1:53

# ASHMORE TRACE

Secondary Plat  
Submission Date: JULY 25, 1994

LEGAL DES

The undersigned, SAFCO, Inc., by Richard Fisher, owner of the real estate shown and described herein, does hereby lay off, plat and subdivide part of the Ashmore Trace with the within plat. The restrictions, limitations and covenants are recorded in instrument 9452520 and are hereby imposed and shall run with the land contained in such plat.

This subdivision shall be known & designated as "Ashmore Trace."

All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.

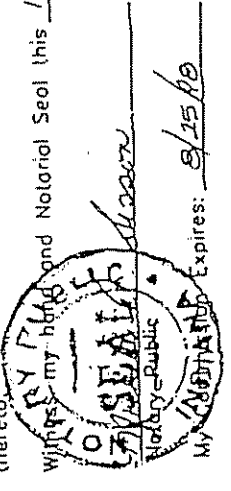
Witness my signature this 19<sup>th</sup> day of Sept, 1994

Richard Fisher  
RICHARD FISHER  
SAFCO INC.

STATE OF INDIANA  
COUNTY OF HAMILTON

Before me, the undersigned, a Notary Public in and for said County and State, appeared Richard Fisher, of Saftco Inc. who acknowledged the foregoing instrument as his voluntary act and deed for the use and purposes therein expressed and affixed his signature thereto.

Witness my hand and Notarial Seal this 19<sup>th</sup> day of September 1994.



## CURVE DATA TABLE

CURVE	DELTA	CHORD DIR.	RADIUS	LENGTH	TGNT.	CHORD
C-1	3432.02	S1721.01 W	225.00	136.27	70.30	134.20
C-2	4710.19	S1106.53 W	175.00	145.08	78.40	130.94
C-3	1850.40	S0258.36 E	200.00	31.09	45.95	90.27
C-4	5133.08	S1916.11 E	200.00	179.95	95.36	173.84
C-5	4438.28	S627.21 E	200.00	156.99	82.78	182.90
C-6	7908.52	S850.24 E	200.00	345.35	208.63	318.32
C-7	10220.59	N4020.34 W	280.00	518.04	360.36	451.88
C-8	10371.11	S830.20 W	280.00	55.44	27.81	55.36
C-9	1156.22	S0315.09 W	545.00	113.59	57.00	113.38
C-10	6825.36	S0317.35 W	500.00	56.03	28.07	56.03
C-11	1633.23	S2625.21 W	200.00	57.79	29.10	57.39
C-12	1804.56	S0908.12 W	200.00	8.17	31.82	62.86
C-13	1232.00	S0612.16 E	200.00	4.75	21.96	43.66
C-14	1656.25	S0400.04 E	280.00	73.92	37.23	73.59
C-15	1523.43	S0529.14 W	225.00	6.89	4.43	6.89
C-16	1418.07	S1634.24 E	225.00	62.55	31.48	62.35
C-17	2508.41	S1109.17 E	225.00	38.18	28.73	38.02
C-18	4744.02	S7237.04 W	50.00	21.94	11.15	21.76
C-19	4736.30	S1818.46 W	30.00	37.29	19.56	36.43
C-20	5136.30	S1818.46 W	30.00	45.07	24.19	43.58
C-21	3720.49	S3807.35 E	50.00	50.04	27.34	47.08
C-22	5824.13	N6027.12 E	80.00	60.37	34.62	36.93
C-23	10849.35	N3010.12 E	50.00	7.70	3.88	7.85
C-24	5902.57	S2306.29 E	50.00	5.53	28.37	49.28
C-25	0751.24	S2017.45 E	225.00	40.85	15.45	20.83
C-26	1537.46	S8207.20 E	225.00	62.03	31.21	61.83
C-27	1933.11	N8007.17 E	275.00	95.43	48.71	94.07
C-28	1623.52	N6153.40 E	275.00	78.70	38.62	78.44
C-29	1633.52	N2408.56 E	275.00	78.70	39.62	78.44
C-30	1004.05	N4551.57 E	275.00	48.32	24.22	48.26
C-31	1004.05	N4551.57 E	275.00	48.32	24.22	48.26
C-32	1327.24	N1030.12 W	315.00	74.92	39.84	79.24
C-33	1427.05	N4228.13 W	315.00	79.45	39.84	79.24
C-34	1427.05	N3833.23 W	315.00	79.45	39.84	79.24
C-35	1427.05	N3372.28 W	315.00	79.45	39.84	79.24
C-36	1745.05	N8149.33 W	315.00	79.45	39.84	79.24
C-37	0155.01	S7829.13 W	315.00	70.10	35.20	68.38
C-38	4710.19	N1106.53 E	150.00	10.54	5.27	10.34
C-39	0524.21	S8079.10 W	265.00	27.35	13.69	27.34
C-40	0674.14	S0873.10 E	300.00	33.53	16.78	33.51
C-41	1232.78	S0633.02 W	300.00	65.84	33.04	65.71
C-42	1632.15	S0134.16 W	300.00	37.19	16.21	37.05
C-43	4793.57	S7333.51 E	175.00	143.75	76.21	139.75
C-44	0438.26	S7633.31 E	175.00	16.82	61.84	116.61
C-45	1855.24	S7633.31 E	175.00	44.00	27.04	44.03
C-46	1855.24	S7633.31 E	175.00	44.00	27.04	44.03
C-47	0137.11	N0541.17 E	320.00	14.84	7.42	14.84
C-48	0137.11	N0541.17 E	320.00	59.77	19.89	39.76
C-49	0733.35	N0139.19 W	530.00	68.61	34.26	68.36
C-50	1008.12	N0156.17 E	570.00	90.59	45.64	90.80
C-51	0748.18	N0401.57 W	570.00	27.90	13.95	27.90
C-52	3139.46	S6892.05 E	285.00	147.60	75.98	146.07
C-53	2333.86	S4904.74 E	265.00	107.58	54.54	106.84
C-54	2333.67	S0158.11 W	265.00	108.32	55.24	109.16
C-55	1518.05	S0158.11 W	225.00	51.98	41.32	61.85
C-56	1518.05	S1822.52 W	225.00	58.96	30.16	59.78
C-57	2941.34	S4036.41 W	225.00	114.20	62.64	115.30
C-58	4391.17	S7253.11 W	225.00	134.25	89.19	132.77
C-59	10625.36	N0317.55 E	475.00	55.26	26.67	53.25
C-60	2491.48	S2236.05 W	200.00	84.46	42.87	83.84
C-61	2638.50	N0132.37 E	250.00	114.82	58.44	113.81

Witness my signature this /

Alan H. Weihe  
Alan H. Weihe, Reg. L.S.

BOARD OF PUBLIC WORKS  
Plat Approved:

Steve Brown  
Steve Brown

Rick McKinney  
Rick McKinney

Ted Jansson  
Ted Jansson Mayor

Sept 6 1994

Plat Approved:  
David Cunningham  
David Cunningham  
Department of Com  
Carmel, Indiana

INSTR. # 94 525 20

This Subdivision Record is  
dated 18 October 2001  
Hamilton County, IN  
DEC 29 1994

9452520

**Ashmore Trace -Covenants and Restrictions**

The undersigned, SAFCO Development Inc., Richard Fisher, President, owner of the real estate shown and described herein, do hereby certify that he has laid off, platted and subdivided and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat Safco Inc shall be referred to as the Declarant. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat. This subdivision shall be known and designated as Ashmore Trace subdivision in Hamilton County, Indiana. All streets shown and not heretofore dedicated are hereby dedicated to the public.

There shall be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Ashmore Trace Homeowners Association Inc." which shall be referred to as the Association. All lot owners within Ashmore Trace Subdivision shall be members of the Association.

(I) The general purpose of the Association shall be to provide a means to maintain, repair and/or replace the area within the Subdivision for the purpose of storage of storm water designated as the Retention Area, as well as to provide a means to maintain, repair and/or replace entrance signs, Green Space Common Area, Landscape Easements and to provide rubbish removal for homeowners. Common Area and Green Space means the drainage system, the Lakes, roadway pavers to the extent not maintained by public authority, any utility service lines or facilities not maintained by a public utility company or governmental agency that serve more than one lot, and any areas of land shown on the plat, described in any recorded instrument prepared by owner or it's agents or conveyed to or acquired by the corporation, together with all improvements thereto, that are intended to be devoted to the use or enjoyment of some, but not necessarily all, the owners of lots.

(II) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots in the Subdivision as well as collecting and disbursing the assessment and charges.

(III) The Board of Directors of the Association shall fix the amount of the annual charge by the first day of January of each year, and written notice of the charge so fixed shall be sent to each member. Until December 31, 1997, the maximum annual assessment shall be \$285 per lot. From and after December 31, 1997 the maximum annual assessments may be increased each year not more than 10% above the maximum assessments permitted for the previous year, on a cumulative basis, without a vote of membership. From and after December 31, 1997, the maximum annual assessments may be increased by more than 10% above the maximum assessments permitted for the previous year by a vote of two-third (2/3) of the total votes of the Members who are voting in person or by proxy, at a meeting called for this purpose. The Board of Directors may fix the annual assessments at any amount not in excess of the maximum permitted hereby. The Board of directors shall establish the dates the General Assessment shall become due and the manner at which it shall be paid.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or maintenance of the Green Space Common Area and Landscape Easement. provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the total votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Lot

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owners will be responsible for mowing the Landscape Easement on their lot. The Association will maintain all plant materials in the Landscape Easements.

Creation of the Lien and Personal Obligation of Assessments. Developer hereby covenants, and each owner of any lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) General Assessments, and (2) Special Assessments, such Assessments to be established and collected as hereinafter provided.

All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

Limitations on Assessments Owed by Declarant. Notwithstanding anything to the contrary contained herein, neither the Declarant nor The Estridge Group, Inc. (builder) shall be obligated to pay as to any and all Lots owned by it from time to time any assessments (whether regular annual assessments or special assessments) payable hereunder by Owners. The General Assessment shall commence with respect to assessable lots on the first day of the month following conveyance of the first lot to any Lot Owner who is not the Declarant or builder. The initial assessment on any assessable lot shall be adjusted according to the number of whole months remaining in the assessment year.

(IV) Any assessment not paid within 30 days after the due date may upon resolution upon the board of directors bear interest from the due date at a percentage rate not greater than the current statutory maximum annual interest rate, to be set by the board of directors for each assessment year. The charges or assessments levied by the Association shall be used exclusively for the purpose of maintaining the Retention Area and Community Areas as set forth under Section (I).

The Declarant of the herein described real estate shall convey title to the Lakes and Common areas to The Ashmore Trace Homeowners' Association. Each owner of a lot that abuts the Lakes shall be responsible at all times for maintaining so much of the bank of the Lakes above the pool level as constitutes a part of or abuts his lot and shall keep that portion of the Lakes abutting his lot free of debris and otherwise in reasonably clean condition.

No boats shall be permitted upon any part of the Lakes and no dock, pier, wall or other structure may be extended into the Lakes without prior written consent of the Board of Directors and such governmental authority as may have jurisdiction thereover. No swimming will be permitted in the Lakes except if and to the extent authorized by the Board of Directors. Each owner of a lot abutting the Lakes shall indemnify and hold harmless the Declarant, the Association and each other Owner against all loss or damage incurred as a result of injury to any person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to, the Lakes by any Person who gains access thereto from, over or across such Owners Lot.

The Declarant shall have no liability to any Person with respect to the Lakes, the use thereof or access thereto, or with respect to any damage to any Lot resulting from the Lakes or the proximity of a Lot thereto, including loss or damage from erosion.

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The Homeowner's Association shall maintain the entryways, the landscape easements Green Space and all improvements and plantings thereon, and the maintenance costs thereof shall be assessed as a General Assessment against all lots. Grass, trees, shrubs and other plantings located on an entryway, Green Space or a landscaping easement shall be kept neatly cut, cultivated or trimmed as reasonable required to maintain an attractive entrance to Ashmore Trace or a part thereof or a planting area within Ashmore Trace. All entrance signs located on an entryway shall be maintained at all times in good condition appropriate to a first class residential subdivision.

To the extent not maintained by public authority, the Homeowner's Association shall maintain the roadway pavers and the maintenance cost thereof shall be assessed as a General Assessment against all lots.

Ashmore Trace HOMEOWNER'S ASSOCIATION / Each Lot Owner shall automatically be a member and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. If a person would realize upon his security and become an Lot Owner, he shall then be subject to all the requirements and limitations imposed by this Declaration on other Lot Owners, including those provisions with respect to the payment of Assessments. The Corporation shall have two classes of members.

CLASS A members shall be all Owners of Lots, with the exception of the Declarant prior to termination of Class membership, and be entitled to one (1) vote for each lot owned with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other persons have filed a general voting authority with the Secretary, applicable to all votes until rescinded.

CLASS B members shall be the Declarant and all successors and assigns of the Declarant designated by the Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Association. Each Class B member shall be entitled, on all matters requiring a vote of the membership of the Association, to (5) votes for each lot owned by them or to and five (5) votes for each single numbered parcel of land shown upon and identified as a lot on any recorded plat of the Real Estate.

The Class D membership shall terminate upon the first to occur of (a) resignation of the Class B member and written resignation of the Class B members as such is delivered to the resident agent of the Association, or (b) when all of the development area has been developed into lots and all such lots have been sold. Declarant shall each be entitled to one (1) Class A membership for each Lot of which it is an Owner on or after the termination of the Class B membership.

Unless the Class B member and at least two-thirds of the Class A members have given their prior written approval, the Association, the Board of Directors and the Declarant may not change the method of determining the obligations, assessments, dues or other charges that may be levied against the Owner of a residence by an act or omission change, waive or abandon any

9452520



scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of residences, or the maintenance and up-keep of the community area.  
Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground as shown on this plat and marked Drainage, Utility and/or Landscape Easements, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and landscaping subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of public utilities.

**LAND USE.** Lots may be used only for residential purposes as provided in the Declaration of Covenants and Restrictions. No portion of any lot may be sold or subdivided such that there will be thereby a greater number of houses in a Section than the number of original Lots shown on a Plat of such Section.

**FLOODWAY.** There are areas on this Plat that are designated as FLOODWAY in which no construction of any kind will be permitted by a builder or homeowner.

**LOT DEVELOPMENT PLANS.** Prior to commencement of any construction on a Lot, a Lot Development Plan shall be submitted to the Architectural Review Board. The Architectural Review Board may require as part of a Lot Development Plan a report of a subsurface soils investigation of the Lot made by a qualified soils engineer, which report shall include recommendations for the foundations of the proposed Residence.

**SIZE OF RESIDENCE.** Except as otherwise provided herein, no residence may be constructed on any lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 1,650 square feet in a one-story structure, or 900 square feet if a higher structure, but in the case of a building higher than one story, there must also be at least 400 square feet in addition to the ground floor area and the total floor area shall not be less than 1,800 square feet.

**BUILDING LOCATION AND FINISHED FLOOR ELEVATION.** No building may be erected between the building line shown on a Plat and the front Lot line, and no structure or part thereof may be built or erected nearer than Ten (10) feet from another building or nearer than twenty (20) feet to the rear Lot line. A minimum finished floor elevation, shown on the development plan for each Section, has been established for each Lot and no finished floor elevation shall be constructed lower than said minimum without the written consent of the Architectural Review Board. Demonstration of adequate storm water drainages in conformity with both on-lot and overall project drainage plans shall be a prime requisite for alternative finished floor elevations.

**DRAINAGE.** In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within the Parcel may be included in a legal drain established

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by the Drainage Board. In such event, each Lot in the Parcel will be subjected to assessment by the Drainage Board for the costs of maintenance of the portion of the Drainage System and/or the Lakes included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Perimeter foundation drains, sump pump drains and downspouts shall not be outlined into streets or street rights-of-way. Those drains shall be connected wherever feasible into a subsurface drains and tiles located on the Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

**EXTERIOR LIGHTS.** No exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.

**ELECTRIC BUG KILLERS.** Electric bug killers, "Zapper" and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other owners and shall only be operated when outside activities require the use thereof and not continuously.

**ASSESSMENTS.** The Board of Directors may make Assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity that is the responsibility of the Owner of a lot hereunder but which such Owner has not undertaken as required hereunder. Any such Assessment shall be assessed only against those Owners whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking of the maintenance of other activity.

**FENCING.** No fence, wall, hedge or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building set-back line except where such planting is located on a Landscape Easement or is part of Residence landscaping and the prime row thereof is within four (4) feet of the Residence. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". No chain link fence shall be erected upon a Lot. No fence shall be erected or maintained on or within any Landscape Easement except such as may be installed by Declarant and subsequently replaced by the Corporation in such manner as to preserve the uniformity of such fence. In no event may any fence be erected or maintained on any Lot without the prior approval of the Architectural Review Board, which may establish design standards for fences and further restrictions with respect to fencing, and including limitations of (or prohibition of) the installation of fences in the rear yard of a Lot and along the bank of any Lake. All fences shall be kept in good repair. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 2.5 feet from the intersection of said street lines, or in the case of a street line with the edge of a driveway pavement or alley line.

No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

All front yards are to be sodded. On corner lots front and side yards are to be sodded. Relief from this requirement shall be presented to the Architectural Review Board or Developer.

**YARD TREES.** Two trees shall be planted in the front yard of each lot by the Builder. These trees shall be no less than 2 inches in Caliper.

No structure in this subdivision, without special approval from the Developer shall exceed two and one-half (2 1/2) stories or Twenty-five (25) feet in height measured from finished grade to

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the underside of the overline, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No boat, trailer, or camper of any kind (including but not in limitation thereof, house trailers, camping trailers, or boat trailers), or any disabled vehicle shall be kept or parked on any lot except within a garage or other approved structure. There shall be no continuous or permanent on-street parking within the project.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation by Developer or by their duly authorized representatives. If the Developer fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed with the building according to the plans as approved. Neither Developer nor the designated representatives shall be entitled to any compensation for review of the plan pursuant to this paragraph.

The maintenance of drainage pipes and facilities for discharging sump pumps shall be the responsibility of the individual homeowner and/or a homeowner's association.

No out buildings shall be allowed in this subdivision. No satellite dishes greater than 24" in diameter are allowed in this subdivision. Satellite dishes 24" or less in diameter must be approved by the Architectural Review Board. No solar panels shall be permitted in subdivision without association approval. All mailboxes and mailbox posts shall be uniform in nature and selected by the builder. Geo-thermal heat pumps shall be of the closed loop type only.

No noxious, unlawful, or other offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**NATURE TRAILS.** Declarant will install the Paths at the approximate locations depicted on the General Plan of Development and may reserve easement for such purpose over and across Lots 22 and 23. The Association shall operate and maintain the Paths and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots. The Board of Directors may adopt such rules and regulations with respect to the use thereof as it may deem appropriate including but not limited to the prohibition of the use of the Paths by bicycles, skateboards and motorized or non-motorized vehicles.

**ACCESS EASEMENT.** A 10 ft. access easement is located on the lot line between lots 29 and 30 being equally divided 5 ft. on lot 29 and 5 ft. on lot 30. The purpose of the easement is to provide access to the Greenspace Common Area. The Board of Directors may adopt such rules and regulations with respect to the use thereof as it may deem appropriate including but not limited to the prohibition of the use of the easement by bicycles, skateboards and motorized or non-motorized vehicles.

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USE OF LOTS DURING DEVELOPMENT BY DECLARANT. Notwithstanding any provisions to the contrary contained herein or in any other instrument or agreement, Declarant or its sales agents or contractors may maintain during the period of construction and sale of Lots and Residences in the Tract or the Development Area, upon such portion thereof as is owned or leased by Declarant, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots and Residences, including, but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Residences and sales Offices, during the period that it is engaged in the sale of lots in Ashmore Trace.

BY BUILDERS. Notwithstanding any provisions to the contrary contained herein, a builder who has constructed a Residence in Ashmore Trace may with the prior consent of the Board of Directors, use such Residence as a "model" home and may hold such home open to the public, either individually or as part of a "home show" approved by the Board of Directors for such reasonable period as the Board of Directors may specify.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

Builder will be required to install, or have installed, at least one gas or electric "dusk to dawn" yard light in the front yard or two electric lights on the front elevation of the house. All garages opening to the street shall automatic door controls.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned in this subdivision.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of Ashmore Trace.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then the Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-five (25) years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of Ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part.

Invalidation of any one of the foregoing covenants or restrictions, by judgment or court

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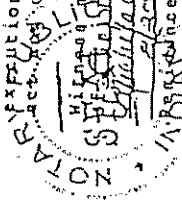
order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

NON-LIABILITY OF DECLARANT. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty or warranty by Declarant shall be implied by or inferred from any term or provision of this Declaration.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

OWNER and SUBDIVIDER - SAPCO Development Inc., Richard Fisher President by [Signature] Richard Fisher

State of Indiana ) ss: County of Hamilton ) Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Richard Fisher, President of SAPCO Development Inc. who acknowledged the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.



Witness my hand and Notarial Seal this 19th day of September, 1999. My Commission Expires of 11/18/2004 County Hamilton

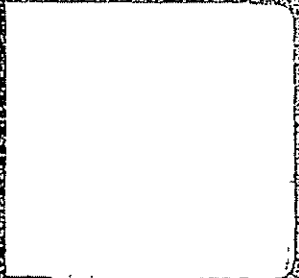
UNDER AUTHORITY PROVIDED BY CHAPTER 17B, ACTS OF 1979, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF CARMEL AS FOLLOWS:

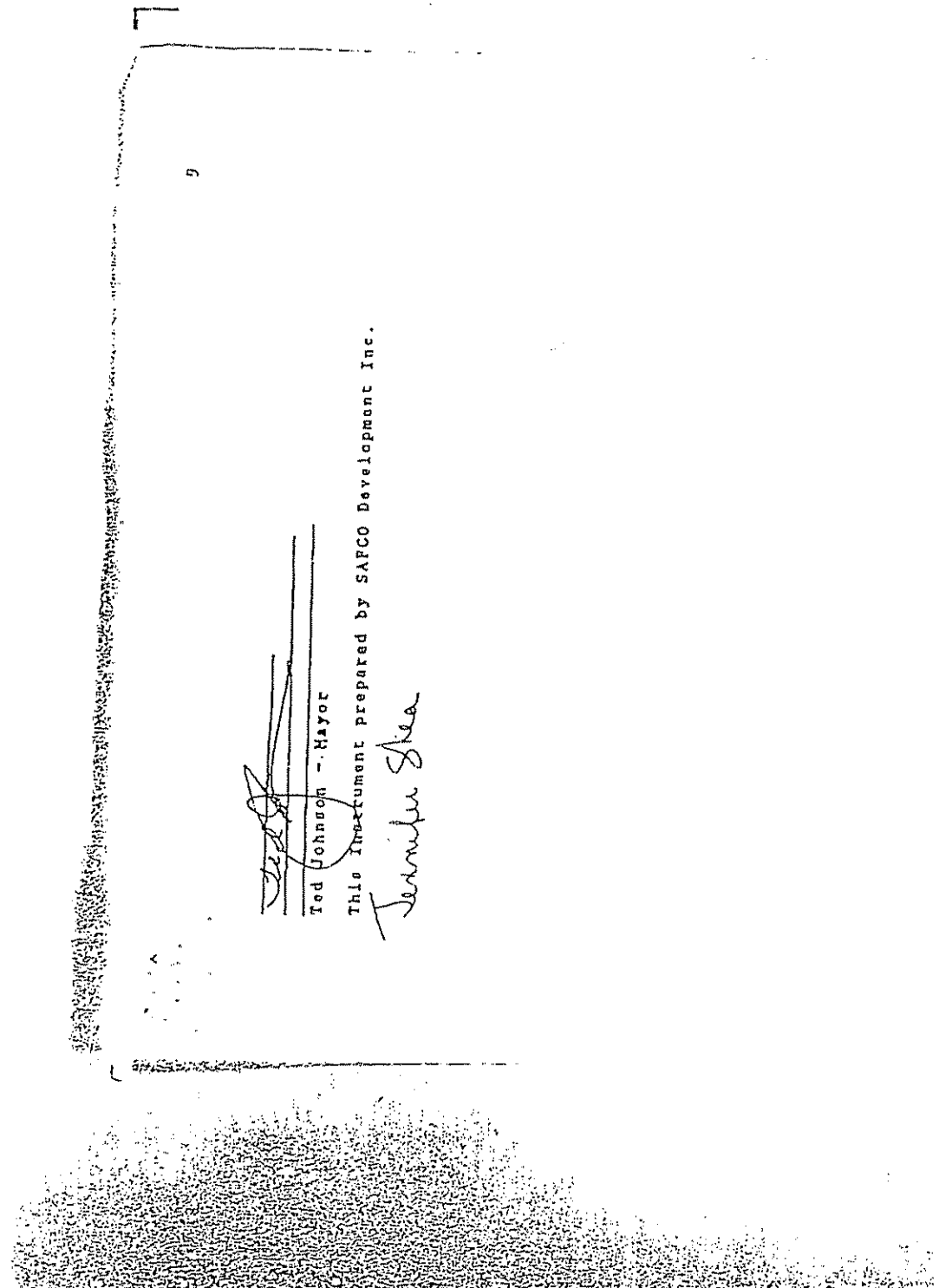
Adopted by the Carmel City Plan Commission at a meeting held Sept 14, 1999 at CARMEL/CLAY PLAN COMMISSION

BY: [Signature] Department of Community Development, Carmel, Indiana

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CARMEL, INDIANA AT A MEETING HELD ON THE 21 DAY OF September, 1996.

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*[Handwritten signature]*  
 \_\_\_\_\_  
 Ted Johnson - Mayor

This instrument prepared by SAFCO Development Inc.

*Jennifer Shea*

RECORDED  
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 SHERIFF'S OFFICE  
 RECORDER  
 HAMILTON CO. IN

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