

9350981

AMENDMENTS TO ASHTON SUBDIVISION COVENANTS

Section One - Instrument Number 9100973,  
Flat Cabinet One, Slide 151.

RECEIVED  
FOR RECORD  
33 OCT 19 PM 1:25  
SHARON K. CHERRY  
RECORDER  
HAMILTON CO. IN

In the above instrument, the paragraph regarding fencing is hereby changed to read - "Fencing shall be allowed in rear yards and must be decorative in nature and shall not exceed 72" in height. Fencing shall be allowed in front yards and must be decorative in nature and shall not exceed 42" in height.

Safco, Inc.

Richard L. Fisher  
President

Prepared by Richard L. Fisher

STATE OF INDIANA                    SS  
COUNTY OF HAMILTON

This Instrument Recorded OCT 19 1993  
Sharon K. Cherry, Recorder, Hamilton County, IN

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared Richard L. Fisher, President, Safco, Inc., who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and notarial seal this 14th day of October, 1993.

My Commission Expires:  
9-29-95

Susan L. Murphy  
Susan L. Murphy, NOTARY PUBLIC  
Residing in ~~Hamilton~~ Hamilton County, IN  
Marion

1860556  
9350981

Instrument  
9809865161

9809865161  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
On 11-13-1998 At 03:23 pm.  
AMENDMENT 13.00


1300  
(1)

AMENDMENT TO ASHTON SUBDIVISION COVENANTS

- Section One Instrument Number 9100973  
Plat Cabinet One, Slide 151.
- Section Two A Instrument Number 925078  
Plat Cabinet One, Slide 239
- Section Two B Instrument Number 9307779  
Plat Cabinet One, Slide 296
- Section Three Instrument Number 9307780  
Plat Cabinet One, Slide 297

In the above instruments, the paragraph regarding mailboxes is hereby changed to read -  
"All mailboxes and mailbox posts shall be one of two approved designs, the original selected by the developer or the alternative mailbox approved by the homeowners' vote in September of 1997."

Ashton Homeowners Association


  
Jennifer Shea  
Treasurer

STATE OF INDIANA  
SS  
COUNTY OF HAMILTON

Before me, a Notary Public in and for said County and State, personally appeared Jennifer Shea, Treasurer, Ashton Homeowners Association, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and notarial seal this 6th day of November, 1998.

My Commission Expires: 9-29-99

  
NOTARY PUBLIC Susan L. Murphy  
Residing in Marion County, IN

This instrument was prepared by SAFCO, Inc., P.O. Box 517, Westfield, IN 46074

ASHTON SECTION ONE Covenants and Restrictions

The undersigned, SAPO Development, Inc., Richard Fisher, President, Robert E. White, Robert P. Pracklen and Margaret R. Bracken, owners of the real estate shown and described herein, and Richard L. Fisher, as his interest appeared under a certain purchase agreement dated July 13, 1985 between Richard L. Fisher and Robert R. Bracken and Josephine E. Bracker regarding certain portions of the real estate described herein, do hereby certify that they have said off, planned and subdivided and do hereby lay out, plat and subdivide, said real estate in accordance with the within plan. The dedicating 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 **ASHTON SECTION ONE** 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 "ASHTON Homeowners Association, Inc." which shall be referred to as the Association. All lot owners within ASHTON SECTION ONE Subdivision shall be members of the Association. 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 the utility lines and entrance signs and community area. Community area means the drainage system, the lake, 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 in the plan, described in any recorded instrument prepared by owner or its agents or approved or authorized by the corporation, together with all improvements thereto, that are intended to be devoted to the use or enjoyment of same, but not necessarily all, the owners of lots.

(I) 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.

(II) 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. Hereafter, the Board of Directors may in any assessment year increase the maximum General Assessment by any amount not in excess of 8% of the amount of the maximum General Assessment year. The Board of Directors shall establish the dates the General Assessment shall become due and the manner at which it shall be paid. In determining the General Assessment, costs and expenses which in accordance with the provisions of this declaration are to be borne by all lot owners and the Developer ("Developer" means Safeco Development Corp. or its successors in continuance including an intent that the grantee assume the rights and obligations of developer). Costs and expenses which in accordance with the provisions of this declaration are to be borne by the owners of lots shall be allocated to all lot owners. Costs and expenses which in accordance with the provisions of this declaration are to be borne by the owners of certain lots shall then be allocated to the owners of such lots. The provisions for uniform assessment shall not be deemed to require that all assessments against vacant lots or lots improved with comparable types of residences be equal, but only that each lot be assessed uniformly with respect to comparable lots subject to assessment for similar costs and expenses. The General Assessment shall compute 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 Developer. The initial assessment on any assessable lot shall be adjusted according to the number of whole months remaining in the assessment year.

(IV) Any charge levied against any lot, together with interest and other charges or costs shall become a lien upon that lot until paid in full. All assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be collectible 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 has the control of the lot at the time when the assessment became due. 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 Developer of the herein described real estate shall convey title to the Lake to the Ashton Homeowner's Association. The Homeowner's Association shall be responsible for maintaining the lake. The maintenance cost for the lake shall be assessed as a general assessment against all lots which abut the Lake. Each owner of a lot fronting the lake shall be responsible at all times for maintaining so much of the bank of the lake above the pool level as constitutes a part of his lot and shall keep that portion of the lake abutting his lot free of debris and otherwise in reasonably clean condition. No boats shall be permitted upon any part of the Lake and no dock, pier, wall or other structure may be extended into the Lake without prior written consent of the Developer and such governmental authority as may have jurisdiction thereover. No staking will be permitted in the Lake except if and to the extent authorized by the Board of Directors. Each owner of a lot abutting the Lake shall indemnify and hold harmless the Developer, the Corporation 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 Lake by any person who gains access thereto from, over or across such Owners' lot. The Developer shall have no liability to any person with respect to the Lake, the use thereof or access thereto, or with respect to any damage to any lot resulting from the lake or the proximity of a lot thereto, including loss or damage from erosion.

The Corporation or Homeowner's Association shall maintain the entryways and the landscape easements and all improvements and plantings thereon, and the maintenance costs thereof shall be assessed as a General Assessment against all lots subject to assessment. Grass, trees, shrubs and other plantings located on an entryway or a landscaping easement shall be kept neatly cut, cultivated or trimmed as reasonable required to maintain an attractive entrance to ASHTON SECTION ONE or a part thereof or a planting area within ASHTON SECTION ONE. All entrance signs located on an entryway and all entryway lighting shall be maintained at all times in good slightly 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

Original  
Declaration  
of Cov & Restr  
Recorded on  
flat  
PC 1/151  
9100973  
1/10/91

charges of assessments levied by the Association shall be used exclusively for the purpose of maintaining the Recreation Area and Community Areas as set forth under Section (I).

The Developer of the herein described real estate shall convey title to the Lake to the Ashler Homeowner's Association. The Homeowner's Association shall be responsible for maintaining the Lake. The maintenance cost for the Lake shall be assessed as a general assessment against all lots which abut the Lake. Each owner of a lot that abuts the Lake shall be responsible at all times for maintaining so much of the bank of the Lake above the pool level as constitutes a part of or abuts his lot and shall keep that portion of the Lake abutting his lot free of debris and otherwise in a reasonably clean condition. No boats shall be permitted upon any part of the Lake and no dock, pier, wall or other structure may be extended into the Lake without prior written consent of the Developer and such governmental authority as may have jurisdiction thereover. No person or cargo or any property, or as a result of any other cause or thing, existing from or related to use of, or access to, the Lake by any person who gains access thereto from, over or across such Owners lot. The Developer shall have no liability to any person with respect to the Lake, the use thereof or access thereto, or with respect to any damage to any lot resulting from the Lake or the proximity of a lot thereto, including loss or damage from erosion.

The Corporation or Homeowner's Association shall maintain the entryways and the landscape easements and all improvements and plantings therein, and the maintenance costs thereof shall be assessed as a general assessment against all lots subject to assessment. Grass, trees, shrubs and other plantings located on an entryway or a landscaping easement shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to SECTION ONE or a part thereof or a planting area within SECTION ONE. All entrance signs located on an entryway and all entrance lighting shall be maintained at all times in good sightly condition appropriate to a first class residential subdivision. To the extent not maintained by public authority, the Homeowner's Association shall maintain the roadway, paving and the maintenance costs thereof shall be assessed as a General Assessment against all lots subject to assessment.

ARTICLE 10 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 could realize upon his security and become an act (Owner), he shall then be subject to all the requirements and limitations imposed by this Declaration or other lot Owners, including those provisions which respect to the payment of assessments. The Corporation shall have two classes of members. Every person who is a lot Owner shall be a Class A member. The Developer shall be a Class B member. No other person, except a successor to substantially all the interest of the Developer in the tract here and described shall hold a Class B membership in the Corporation. The Class B membership shall terminate upon the resignation of the Class B member, when and if the development area has been developed into lots and all such lots have been sold.

Unless the Class B member and at least two-thirds of the Class A members have given their prior written approval, the Corporation, the Board of Directors and the Developer 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 scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of residences, or the maintenance and upkeep of the community area.

Front and side yard building setback lines are hereby established as shown on this plan, 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 plan 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, lanes 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.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility necessary in use thereof shall be erected thereon.

No more than one building shall be erected or used for residential purposes on any lot in this project.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than Nineteen hundred (1900) square feet in the case of a one story structure, nor less than Twelve Hundred (1200) square feet in the case of a multiple story structure provided no structure of more than one story shall have less than an aggregate of Twenty Two Hundred (2200) square feet of finished and finished floor area. All garages shall be attached to the residence dwelling.

No trailer, tent, shack, attached shed, basement, garage, barn, or other out-building or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, two story or detached storage building erected or used as an accessory to a residence in this subdivision shall be of permanent type of construction and conform to the general architecture and appearance of such residence.

Fencing shall only be allowed in rear yards and must be decorative in nature and shall not exceed 6' in height. No chain link fence shall be allowed. An exception would be that fencing could be higher to meet City of Carmel requirements around the immediate pool area of an underground swimming pool. Fences will not be permitted in landscape easements. Above ground swimming pools shall be prohibited.

Instrument No. 9100973  
 P.C. No. 7 Slide No. 151  
 RECEIVED AT RECORDER  
 2:30 P.M.  
 AUG 10 91  
 Sharon K. Clardy  
 MARICOPA COUNTY RECORDER

Any utility easements shall be 100% easement construction.

All street yards are to be sodded. The corner lots from the sidewalk are to be sodded. Retained lawn area requirement shall be presented to the Homeowners Review Board by Developer.

No building structure or accessory walkways shall be erected closer to the street than ten (10) feet. Where buildings are situated on more than one single lot this restriction shall apply to the side lines at the extreme boundaries of the multiple lots.

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 the underside of the same line, 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 limited to motorhomes, house trailers, camping trailers, or boat trailers), or any disassembled 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 such 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 then with the building according to the plans as approved. Neither Developer nor the designated representatives shall be entitled to any compensation or services performed pursuant to this covenant. Upon termination of Class B membership the Homeowners Association shall appoint an Architectural Committee.

In the event storm water drainage from any lot flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

Outlets for any pump water will be provided for each lot in this subdivision by the developer or home builder at the time of lot development. If during excavation of the foundation for crawl space or basement ground water is encountered or if the house location is in an area of high water table (as per Hamilton County Surveyor or City of Canal), an outlet will be provided directly to a storm sewer or approved open ditch with plastic pipe. The source of outlet will be via plated easements and approved by proper agencies. Where a storm sewer exists it or directly adjacent to a subject lot, all pump pumps shall be directly to storm sewer via underground pipe.

Construction of any sump pump outlet will commence only when appropriate construction plans have been submitted and approved by the proper agencies and applicable permits issued from the local building authority. Where construction will be in established drainage and/or utility easements, approval must be obtained from City of Canal or Hamilton County Surveyor. 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 hot buildings and/or satellite dishes shall be allowed in this subdivision.

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 developer.

Geothermal 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.

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 "back to back" yard light in the front yard. All eaves projecting to the street shall have automatic door controls. Builder will also be required to build interior sidewalks as required by the City of Canal.

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 SECTION SECTION TWO and SECTION SECTION THREE.

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.

may be or may become an annoyance or nuisance to the neighborhood.  
 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.

Buildings shall be required to install, or have installed, at least one gas or electric "kick to dawn" yard light in the front yard. All garages opening to the street shall automatic door controls. Builders shall also be required to build interior sidewalks as required by the City of Campbell.

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 SECTION TWO and SECTION THREE.

It shall be the duty of the owner of each lot in the subdivision to keep the grass in 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, for 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. Invalidity of any one of the foregoing covenants or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

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.

WITNESSETH: SAUNDERS Development Corp., Richard Fisher, President  
 by *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 SAUNDERS Development Corp who acknowledged to me the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 17 day of September 1999 Notary Public *Richard Fisher*  
 My Commission Expires 12/31/00 County of Hamilton Hamilton

STATE AND COUNTY OF INDIANA )  
 by *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 Robert I. Fisher who acknowledged to me the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 17 day of September 1999 Notary Public *Richard Fisher*  
 My Commission Expires 12/31/00 County of Hamilton Hamilton

STATE AND COUNTY OF INDIANA )  
 by *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 L. Fisher who acknowledged to me the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 17 day of September 1999 Notary Public *Richard Fisher*  
 My Commission Expires 12/31/00 County of Hamilton Hamilton

Instrument No. 9100973  
 P.C. No. 1 Slide No. 151  
2:30 P.M.  
 HAMILTON COUNTY CLERK  
 JAN 16 91  
*Stam H. Cl...*  
 HAMILTON COUNTY RECORDER

NAME AND RESIDENCE ADDRESS OF APPLICANT: Robert W. Braschler 1000 E. Franklin St. Evansville, Indiana 47711

STATE OF INDIANA: I, the County of Madison, do hereby certify that the above named Robert W. Braschler and Josephine H. Braschler are the owners of the above described premises and that they are entitled to the same for the purposes therein expressed.

WITNESSED BY HAND AND SEAL OF THE COUNTY CLERK OF SAID COUNTY, this 7th day of September, 1999, at Evansville, Indiana.  
County of Madison Hamilton

POWER ATTORNEY PROVIDED BY CHAPTER 15, ACTS OF 1970, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY HERETO, AND IN ANY MANNER PROVIDED BY THE PROBATE COURTS OF THE CITY OF GARY, INDIANA, THIS DEED WAS GIVEN APPROVAL BY THE CITY OF GARY, INDIANA.

Approved by the Board of Public Works and Safety Commission at a meeting held May 1, 2001 at GARY, INDIANA.

Walter G. Suckow Mayor, City of Gary, Indiana, Department of Community Development, Gary, Indiana

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE THIS DEED WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF GARY, INDIANA.

AT A MEETING HELD ON THE 17th DAY OF Dec., 1999.

Donald J. Johnson Mayor, City of Gary, Indiana  
David Taylor Secretary, Board of Public Works and Safety, City of Gary, Indiana

THIS INSTRUMENT PREPARED BY SAFO Development Corp.  
Allen R. Fike Attorney at Law, No. 100 S. Indiana Avenue, Gary, Indiana 47735

