



Date: 7-18-01

Please deliver the following to: Bonnie

Fax Number: 569-9116

Concerning File No.: Ashton Sec 3

Number of pages, including this cover:

From: Beth

Direct telephone: 805-7077

Message:

9350981

AMENDMENTS TO ASHTON SUBDIVISION COVENANTS

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

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FOR RECORD

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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 County, IN
Marion

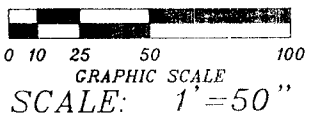
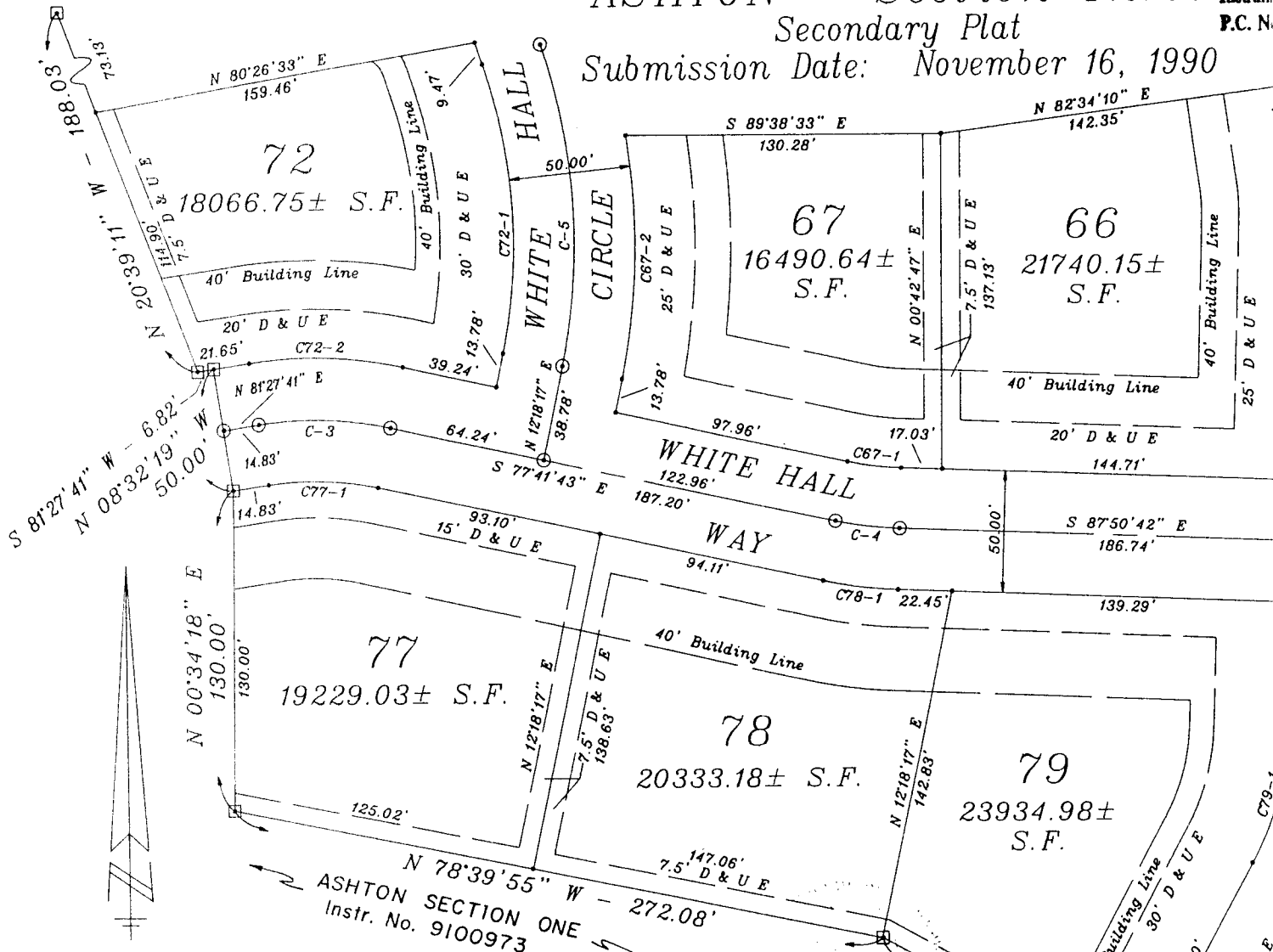
1860556
9350981

ASHTON - Section Three

Instrum
P.C. N.

Secondary Plat

Submission Date: November 16, 1990



Allan H. Weihe
 ALLAN H. WEIHE, Reg. L.S., INDIANA #10398

CENTERLINE & LOT CURVE DATA

CURVE	RADIUS	LENGTH	CHORD	CHORD DIR.	DELTA	TCNT.
C-1	150.00'	69.21'	68.59'	N 15°22'21" E	26°26'06"	35.23'
C-2	150.00'	25.09'	25.07'	N 02°38'16" W	09°35'07"	12.58'
C-3	150.00'	54.57'	54.27'	S 88°07'01" E	20°50'36"	27.59'
C-4	150.00'	26.57'	26.54'	S 82°46'13" E	10°08'59"	13.32'
C-5	250.00'	133.73'	132.14'	N 03°01'11" W	30°38'55"	68.51'
C58-1	175.00'	17.36'	17.35'	S 25°44'52" W	05°41'03"	8.69'
C59-1	175.00'	63.38'	63.03'	S 12°31'49" W	20°45'02"	32.04'
C61-1	175.00'	29.28'	29.24'	S 02°38'16" E	09°35'07"	14.67'
C62-1	50.00'	36.14'	35.36'	S 13°16'28" W	41°24'35"	18.90'
C62-2	50.00'	46.60'	44.93'	S 07°16'55" W	53°23'39"	25.14'
C63-1	50.00'	66.70'	61.86'	S 57°37'48" E	76°25'46"	39.37'
C64-1	50.00'	66.70'	61.86'	N 45°56'26" E	76°25'46"	39.37'
C65-1	50.00'	49.36'	47.38'	N 20°33'26" W	56°33'57"	26.90'
C65-2	50.00'	36.14'	35.36'	N 28°08'07" W	41°24'34"	18.90'
C66-1	125.00'	20.91'	20.89'	N 02°38'16" W	09°35'07"	10.48'
C67-1	125.00'	22.14'	22.11'	S 82°46'13" E	10°08'59"	11.10'
C67-2	275.00'	100.78'	100.22'	S 01°48'22" W	20°59'51"	50.96'
C68-1	275.00'	46.32'	46.27'	S 13°31'06" E	09°39'04"	23.22'
C68-2	50.00'	36.14'	35.36'	S 02°21'39" W	41°24'35"	18.90'
C68-3	50.00'	31.59'	31.07'	S 04°57'55" W	36°12'04"	16.34'
C69-1	50.00'	66.70'	61.86'	S 51°21'00" E	76°25'46"	39.37'
C70-1	50.00'	66.70'	61.86'	N 52°13'13" E	76°25'46"	39.37'
C71-1	50.00'	64.37'	60.01'	N 22°52'27" W	73°45'33"	37.51'
C71-2	50.00'	36.14'	35.36'	N 39°02'55" W	41°24'35"	18.90'
C72-1	225.00'	120.36'	118.93'	N 03°01'11" W	30°38'55"	61.66'
C72-2	175.00'	63.66'	63.31'	S 88°07'01" E	20°50'36"	32.19'
C77-1	125.00'	45.47'	45.22'	N 88°07'01" W	20°50'36"	22.99'
C78-1	175.00'	31.00'	30.96'	N 82°46'13" W	10°08'59"	15.54'
C79-1	125.00'	57.67'	57.16'	N 15°22'21" E	26°26'06"	29.36'
CURVE	RADIUS	LENGTH	CHORD	CHORD DIR.	DELTA	TCNT.

SOURCE OF TITLE:
 D.R. 320, PG. 139-140; Inst. 90-4350

PLAT APPROVED **1-5-93**

BY: *Ted Johnson*
 Ted Johnson Director
 Department of Community Development
 Carmel, Indiana

LEGEND

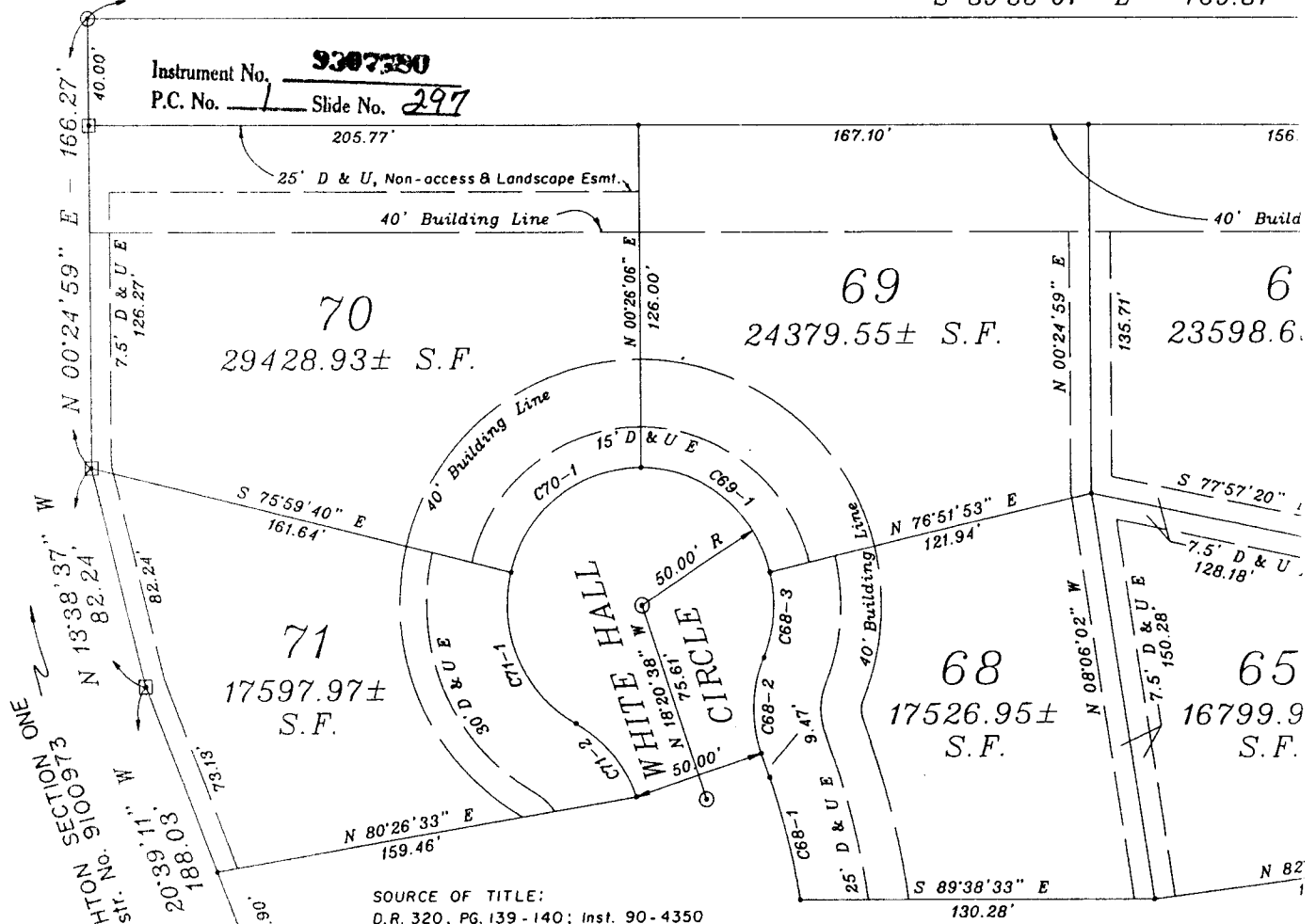
- D & U E DRAINAGE & UTILITY EASE
- 5/8" REBAR SET
- ⊙ COPPERWELD SET
- ⊠ 4" X 4" X 36" CONCRETE MONUMENT SET (TO BE SET IN FIELD DURING CONSTRUCTION)

DULY ENTERED FOR TAXATION
 Subject to final acceptance for transfer
 2 day of March 1993

J. H. G. Auditor
 Hamilton County

ASHTON - Section Secondary Plat - Submission Date

NORTH LINE OF NORTHEAST QUARTER, SE
 S 89°35'01" E - 769.87'



SOURCE OF TITLE:
 D.R. 320, PG. 139 - 140; Inst. 90 - 4350

I, the undersigned, a Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision of part of the East Half of the Northeast Quarter of Section 21, Township 18 North, Range 4 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of Section 21, Township 18 North, Range 4 East, Clay Township, Hamilton County, Indiana; thence South 00 degrees 11 minutes 22 seconds West (assumed bearing) on the East line of said Northeast Quarter 846.35 feet to the North line of Ashton - Section One as per the recorded plat thereof; thence North 89 degrees 48 minutes 38 seconds West (this and the next eight (8) courses are on the East line of said Ashton - Section One) 40.00 feet; thence North 61 degrees 24 minutes 36 seconds West a distance of 413.29 feet; thence North 78 degrees 39 minutes 55 seconds West 272.08 feet; thence North 00 degrees 34 minutes 18 seconds East 130.00 feet; thence North 08 degrees 32 minutes 19 seconds West 50.00 feet; thence South 81 degrees 27 minutes 41 seconds West 6.82 feet; thence North 20 degrees 39 minutes 11 seconds West 188.03 feet; thence North 13 degrees 38 minutes 37 seconds West 82.24 feet; thence North 00 degrees 24 minutes 59 seconds East 166.27 feet to the North line of said Northeast Quarter at a point located North 89 degrees 35 minutes 01 second West 769.87 feet of the point of beginning; thence South 89 degrees 35 minutes 01 seconds East on the North line of said Northeast Quarter 769.87 feet to the point of beginning, containing 11.60 acres, more or less.

Subject to the rights-of-way for 146th Street and Hazel Dell Road.

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

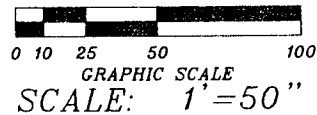
This subdivision consists of 18 lots, numbered 58-72 and 77-79, all inclusive and streets as shown hereon. The size of the lots and the width of the street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 13th day of November, 1992

Allan H. Weihe
 Allan H. Weihe, Reg. L.S. -- Indiana #10398

PREPARED FOR:
 SAFCO, INC.
 12220 North Meri
 Carmel, Indiana
 Telephone: (317)

PREPARED BY:
 WEIHE ENGINEER
 10505 North Colle
 Indianapolis, In
 Telephone: (317)



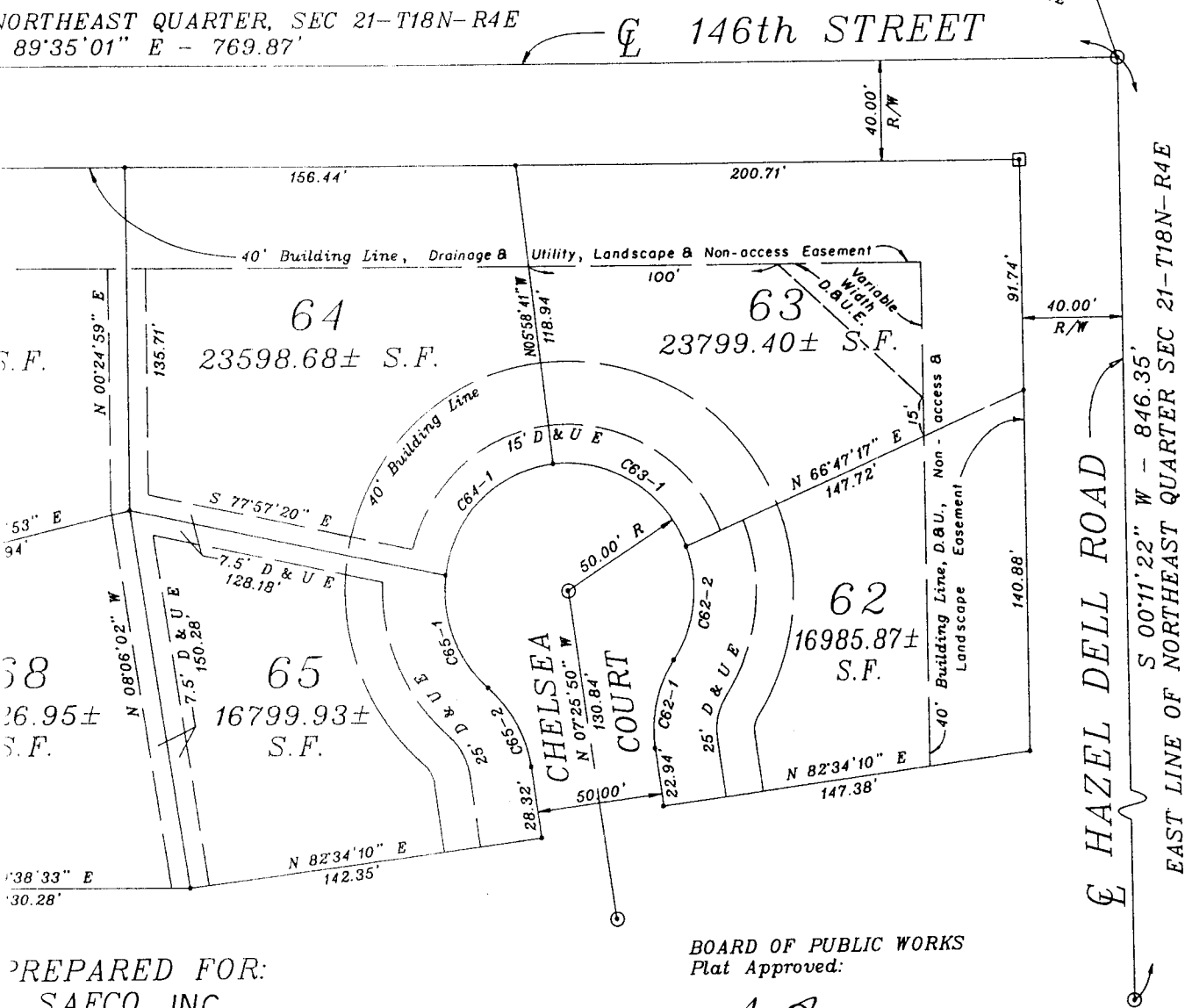
LEGEND

- D & U E DRAINAGE & U
- 5/8" REBAR S
- ⊙ COPPERWELD S
- ⊠ 4" X 4" X 36" MONUMENT SET IN FIELD CONSTRUCTION

10-21-00-00-299.000
 010.002

Section Three
 Submission Date: November 16, 1990

NORTHEAST QUARTER, SEC 21-T18N-R4E
 89°35'01" E - 769.87'



93509893
 10-19-93

PREPARED FOR:
 SAFCO, INC.
 12220 North Meridian Street, S-155
 Carmel, Indiana 46032
 Telephone: (317) 843-1309

PREPARED BY:
 WEIHE ENGINEERS, Inc.
 10505 North College Avenue
 Indianapolis, Indiana 46280
 Telephone: (317) 846-6611

BOARD OF PUBLIC WORKS
 Plat Approved:

Ted Johnson
 Ted Johnson Mayor

Steve Brown
 Steve Brown

Rick McKinley
 Rick McKinley

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 93 MAR 2 P 3: 03
 TOWN CLERK
 TOWN OF CARMEL, IN

LEGEND

- D & U E DRAINAGE & UTILITY EASEMENT
- 5/8" REBAR SET
- ⊙ COPPERWELD SET
- ⊠ 4" X 4" X 36" CONCRETE MONUMENT SET (TO BE SET IN FIELD DURING CONSTRUCTION)

PLAT APPROVED

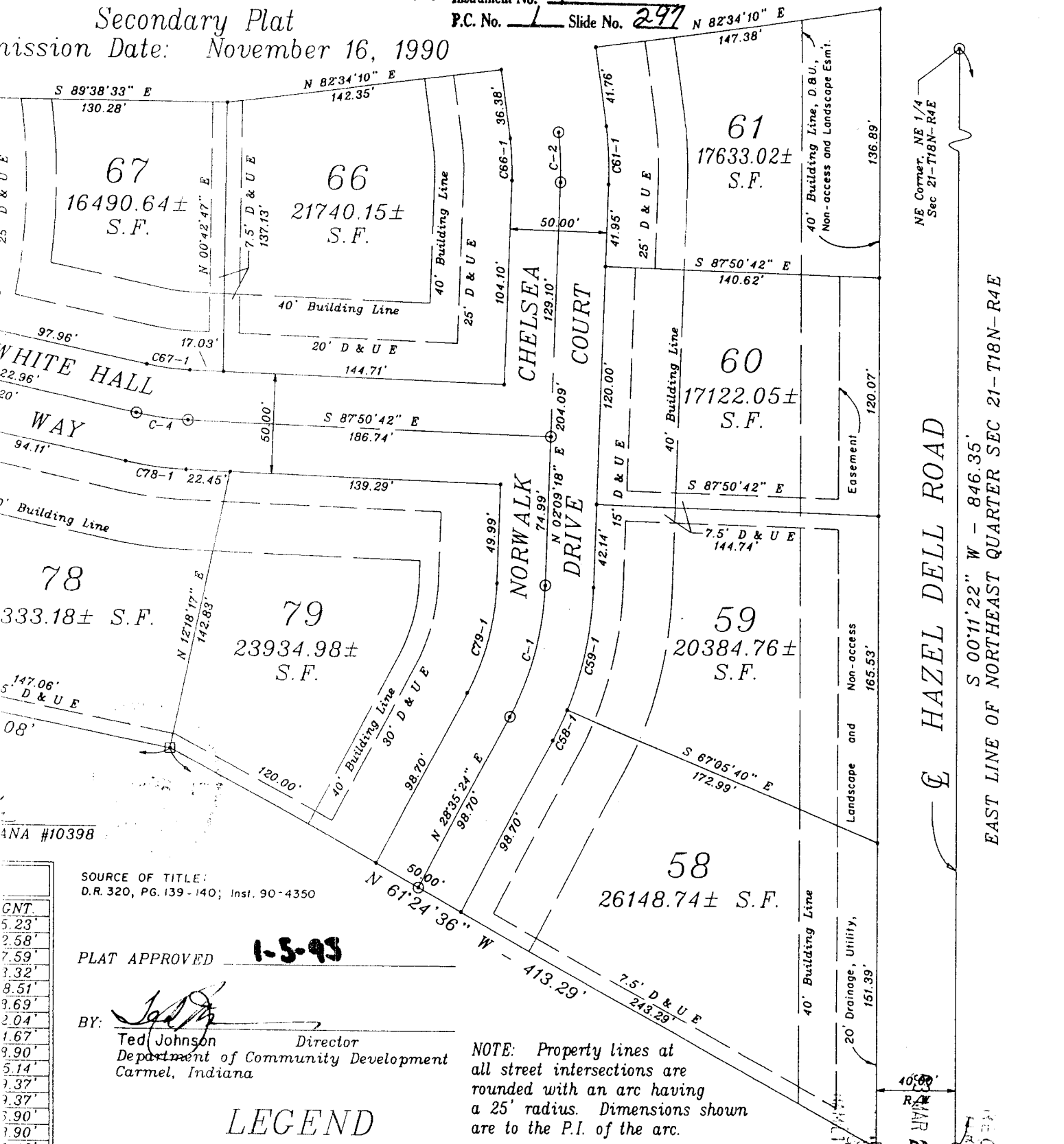
1-5-93

BY: *Ted Johnson*
 Ted Johnson, Director
 Department of Community Development
 Carmel, Indiana

Allan H. Weihe
 ALLAN H. WEIHE, Reg. L.S., INDIANA #10398

HTON - Section Three
 Secondary Plat
 Commission Date: November 16, 1990

Instrument No. 9307780
 P.C. No. 1 Slide No. 297



ANA #10398

5.23'
2.58'
7.59'
3.32'
8.51'
3.69'
2.04'
1.67'
3.90'
5.14'
1.37'
1.37'
1.90'
1.90'
1.48'
1.10'
1.96'
1.22'
3.90'
1.34'
1.37'
1.37'
7.51'
1.90'
1.66'
2.19'
1.99'
1.54'
1.36'
5.23'

SOURCE OF TITLE:
 D.R. 320, PG. 139-140; Inst. 90-4350

PLAT APPROVED 1-5-93

BY: Ted Johnson Director
 Department of Community Development
 Carmel, Indiana

LEGEND

- D & U E DRAINAGE & UTILITY EASEMENT
- 5/8" REBAR SET
- ⊙ COPPERWELD SET
- ⊠ 4" X 4" X 36" CONCRETE MONUMENT SET (TO BE SET IN FIELD DURING CONSTRUCTION)

NOTE: Property lines at all street intersections are rounded with an arc having a 25' radius. Dimensions shown are to the P.I. of the arc.

BOARD OF PUBLIC WORKS
 Plat Approved:

Ted Johnson
 Ted Johnson, Mayor

Steve Brown
 Steve Brown

Rick McKinney
 Rick McKinney

NE Corner, NE 1/4
 Sec 21-T18N-R4E

HAZEL DELL ROAD

S 00°11'22" W - 846.35'
 EAST LINE OF NORTHEAST QUARTER SEC 21-T18N-R4E

RECEIVED
 MAR 2 1993
 8948
 0000
 38" W

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FOR RECORD

83 MAR 2 P3:03

W. W. CHERRY
COUNTY CLERK
HAMILTON CO. IN

ASHTON SECTION THREE - Covenants and Restrictions

The undersigned, SAFCO, INC., Richard Fisher, President, owner of the real estate shown and described herein, does 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. 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 **ASHTON SECTION THREE** 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 TWO 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 the subdivision trees 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 on the plat, described in any recorded instrument prepared by owner or its 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. Thereafter, 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 Safco Inc. or its successors in conveyance indicating 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 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 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 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. 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 about 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 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 swimming 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 identify 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 or a part thereof or a planting area within ASHTON. 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 cost thereof shall be assessed as a General Assessment against all lots subject to assessment.

ASHTON 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. Every person who is a lot owner shall be a class 1 member. The Developer shall

Instrument No. 930780
P.C. No. 1 Slide No. 297

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. 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 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 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 swimming 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 or a part thereof or a planting area within ASHTON. All entrance signs located on an entryway and all entryway 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 pavers and the maintenance cost thereof shall be assessed as a General Assessment against all lots subject to assessment.

ASHTON 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. 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 all of 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 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.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon. Not 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 livable 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, tool shed 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 42" 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 pools shall be prohibited.

RECEIVED
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93 MAR 2 3:03
MARK CHERRY
HAMILTON CO. IN

All fireplace chimneys shall be 100% masonry construction.
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.

No building structure or accessory building shall be erected closer to the side of any lot than ten (10) feet. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of 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 eave 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 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 then with the building according to the plans as approved. Neither Developer nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

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 sump 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 Carmel), an outlet will be provided directly to a storm sewer or approved open ditch with plastic pipe. The route of outlet will be via plated easements and approved by proper agencies. Where a storm sewer exists on or directly adjacent to a subject lot, all sump pumps shall tie 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 Carmel 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 out 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.

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.

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 "gunk to darn" yard light in the front yard. All garages opening to the street shall automatic door controls. Builder will also be required to build interior sidewalks as required by the City of Carmel.

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 ONE, SECTION TWO A and SECTION TWO B.**

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 lots covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by any court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

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Instrument No. 9307780
P.C. No. 1 Slide No. 297

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HAMILTON CO. IN

Construction of any sump pump outlet with commence only when appropriate construction plans have been submitted to the local building authority. Where construction will be in established drainage and/or utility easements, approval must be obtained from City of Carmel 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 out 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.

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.

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. All garages opening to the street shall automatic door controls. Builder will also be required to build interior sidewalks as required by the City of Carmel.

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 ASHTON SECTION ONE, ASHTON SECTION TWO A and ASHTON SECTION TWO B.

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. Invalidity of any one of the foregoing covenants or restrictions, by judgement 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.

OWNER and SUBDIVIDER - SAFCO, INC., Richard Fisher, President
by Richard Fisher 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 SAFCO Development Corp. 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 23rd day of February, 1993. Notary Public Susan L. Sedler
My Commission Expires 9-29-95 County of Residence Boone

UNDER AUTHORITY PROVIDED BY CHAPTER 178, ACTS OF 1979, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, 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 JANUARY 5, 1993. CARMEL/CLAY PLAN COMMISSION

BY: [Signature] Director, 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 3rd DAY OF FEBRUARY, 1993.

[Signature] Steve Brown
Ted Johnson - Mayor

[Signature] Rick McKinney
Rick McKinney

This Instrument prepared by SAFCO
Sheet 4 of 4