

THIS INSTRUMENT WAS PREPARED
 BY EDWARD D. GIACOLETTI
 REGISTERED LAND SURVEYOR-INDIANA #S0560
 SCHNEIDER ENGINEERING CORPORATION
 3020 NORTH POST ROAD
 INDIANAPOLIS, INDIANA 46226
 TELEPHONE (317) 898-8282
 (FEBRUARY 1991)

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	275.00'	43.77'	21.83'	43.73'	S 02° 52' 22" W
C2	300.00'	47.75'	23.93'	47.70'	S 02° 52' 22" W
C3	325.00'	51.73'	25.92'	51.68'	S 02° 52' 23" W
C4	275.00'	37.36'	18.71'	37.33'	N 03° 32' 29" E
C5	300.00'	40.75'	20.41'	40.72'	N 03° 32' 29" E
C6	325.00'	44.15'	22.11'	44.12'	N 03° 32' 29" E
C7	125.00'	158.03'	91.54'	147.71'	N 36° 34' 04" W
C8	150.00'	189.63'	109.85'	177.25'	N 36° 34' 04" W
C9	175.00'	221.24'	128.16'	206.80'	N 36° 34' 04" W
C10	275.00'	81.55'	41.07'	81.25'	N 81° 16' 48" W
C11	300.00'	88.96'	44.81'	88.63'	N 81° 16' 48" W
C12	325.00'	96.37'	48.54'	96.02'	N 81° 16' 48" W
C13	175.72'	120.42'	62.68'	118.08'	S 70° 08' 35" E
C14	200.72'	137.55'	71.60'	134.88'	S 70° 08' 35" E
C15	225.72'	154.88'	80.52'	151.68'	S 70° 08' 35" E
C16	575.00'	47.51'	23.77'	47.50'	N 84° 56' 03" W
C17	600.00'	49.58'	24.80'	49.57'	N 84° 56' 03" W
C18	625.00'	51.65'	25.84'	51.63'	N 84° 56' 03" W
C19	50.00'	36.14'	18.90'	35.36'	S 71° 59' 37" W
C20	50.00'	36.14'	18.90'	35.36'	S 88° 35' 48" E

LAND DESCRIPTION

I hereby certify that the within plat is a representation of the lands surveyed, subdivided and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief:

A part of the West Half of the Southeast Quarter of section 33, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Half-Quarter Section (said point also being the Southwest corner of Lake Forest Section 1, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument #8910376 in the Office of the recorder of Hamilton County, Indiana) (the next four (4) described courses being along the South and East lines of said Lake Forest Section 1); thence North 89 degrees 57 minutes 23 seconds East (Assumed Bearing) along the South line of said Half-Quarter Section a distance of 849.72 feet; thence North 00 degrees 32 minutes 59 seconds East a distance of 270.11 feet; thence North 89 degrees 57 minutes 23 seconds East, parallel with the said South line, a distance of 146.43 feet; thence North 49 degrees 52 minutes 43 seconds East a distance of 419.58 feet to the East line of the said Half-Quarter Section; thence North 00 degrees 21 minutes 02 seconds West along the said East line and along the East line of said Lake Forest Section 1 and the East line of Lake Forest Section 3, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument #9016323 in the Office of the Recorder of Hamilton County, Indiana, a distance of 499.13 feet to the Northeast corner of said Lake Forest Section 3 and the Beginning point (the next three (3) described courses being along the North line of said Lake Forest Section 3); thence South 88 degrees 18 minutes 49 seconds West a distance of 92.81 feet; thence North 86 degrees 34 minutes 12 seconds West a distance of 252.51 feet; thence South 87 degrees 48 minutes 08 seconds West a distance of 300.39 feet to the East line of Lake Forest Section 2, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument #8910377 in the Office of the Recorder of said county; thence North 00 degrees 21 minutes 02 seconds West, along the said East line of Lake Forest Section 2, a distance of 80.64 feet to the East line of Lake Forest Section 4, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument #9016324 in the Office of the Recorder of Hamilton County, Indiana (the next five (5) described courses being along the East and North lines of Lake Forest Section 4); thence North 23 degrees 07 minutes 09 seconds East a distance of 160.54 feet; thence North 16 degrees 02 minutes 50 seconds East a distance of 80.96 feet; thence North 33 degrees 27 minutes 29 seconds East a distance of 71.17 feet; thence North 10 degrees 48 minutes 37 seconds West a distance of 67.09 feet to a curve having a radius of 225.72 feet, the radius point of which bears North 00 degrees 13 minutes 30 seconds East; thence Northwesterly along the arc of said curve a distance of 154.68 feet to a point which bears South 39 degrees 29 minutes 21 seconds West from said radius point; thence North 39 degrees 29 minutes 21 seconds East a distance of 207.95 feet; thence South 09 degrees 16 minutes 49 seconds East a distance of 64.24 feet; thence North 85 degrees 13 minutes 06 seconds East a distance of 35.73 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 98.68 feet; thence North 89 degrees 06 minutes 34 seconds East a distance of 134.45 feet; thence South 86 degrees 57 minutes 30 seconds East a distance of 72.20 feet; thence South 67 degrees 01 minutes 47 seconds East a distance of 31.68 feet; thence South 14 degrees 36 minutes 13 seconds East a distance of 23.48 feet; thence South 11 degrees 02 minutes 26 seconds west a distance of 76.61 feet; thence South 35 degrees 53 minutes 06 seconds East a distance of 41.61 feet; thence North 89 degrees 38 minutes 58 seconds East a distance of 145.18 feet to the East line of said Half-Quarter Section; thence South 00 degrees 21 minutes 02 seconds East along the said East line a distance of 438.97 feet to the Beginning Point, containing 7.458 acres, more or less.

This subdivision consists of 24 lots, numbered 82 through 105 together with common areas, streets and easements as shown hereon.

The size of lots, common areas and widths of streets and easements as shown in figures denoting feet and decimal parts thereof.

Edward D. Giacoletti
 Edward D. Giacoletti 2/12/91



RECEIVED FOR RECORD

Instrument No. 9110346
P.C. No. 1 Slide No. 162

91 MAY 6 P12:16

SHARON SHERMAN
RECORDER
HAMILTON CO. IN

LAKE FOREST

SECTION 5
SECONDARY PLAT
PART W 1/2 SE 1/4
SECTION 33-18N-4E
HAMILTON COUNTY, INDIANA

DATA TABLE

ANGENT	CHORD	BEARING	DELTA
21.93	43.73	S 02° 52' 22" W	9° 7' 13"
23.93	47.70	S 02° 52' 22" W	9° 7' 13"
25.92	51.68	S 02° 52' 23" W	9° 7' 13"
18.71	37.33	N 03° 32' 29" E	7° 47' 1"
20.41	40.72	N 03° 32' 29" E	7° 47' 1"
22.11	44.12	N 03° 32' 29" E	7° 47' 1"
91.54	147.71	N 36° 34' 04" W	72° 26' 5"
109.85	177.25	N 36° 34' 04" W	72° 26' 5"
128.16	206.80	N 36° 34' 04" W	72° 26' 5"
41.07	81.25	N 81° 16' 48" W	16° 59' 23"
44.81	88.63	N 81° 16' 48" W	16° 59' 23"
48.54	96.02	N 81° 16' 48" W	16° 59' 23"
32.68	118.08	S 70° 08' 35" E	39° 15' 51"
71.60	134.88	S 70° 08' 35" E	39° 15' 51"
80.32	151.88	S 70° 08' 35" E	39° 15' 51"
23.71	47.50	N 84° 56' 03" W	4° 44' 4"
24.80	49.57	N 84° 56' 03" W	4° 44' 4"
25.84	51.63	N 84° 56' 03" W	4° 44' 4"
18.90	35.36	S 71° 59' 37" W	41° 24' 35"
18.90	35.36	S 66° 35' 48" E	41° 24' 35"

SUBDIVIDER/OWNER

C.P. MORGAN CO. INC.
1980 E. 116TH STREET
CARMEL, INDIANA 46032
(317)848-4040

SOURCE OF TITLE

DEED RECORD 130
PAGE 437
JUNE 23, 1945

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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 4
day of April 1991.

Dorothy J. Hancock
Dorothy J. Hancock, Chairman

Billy J. Walker, Member

David L. Taylor
David L. Taylor, Member

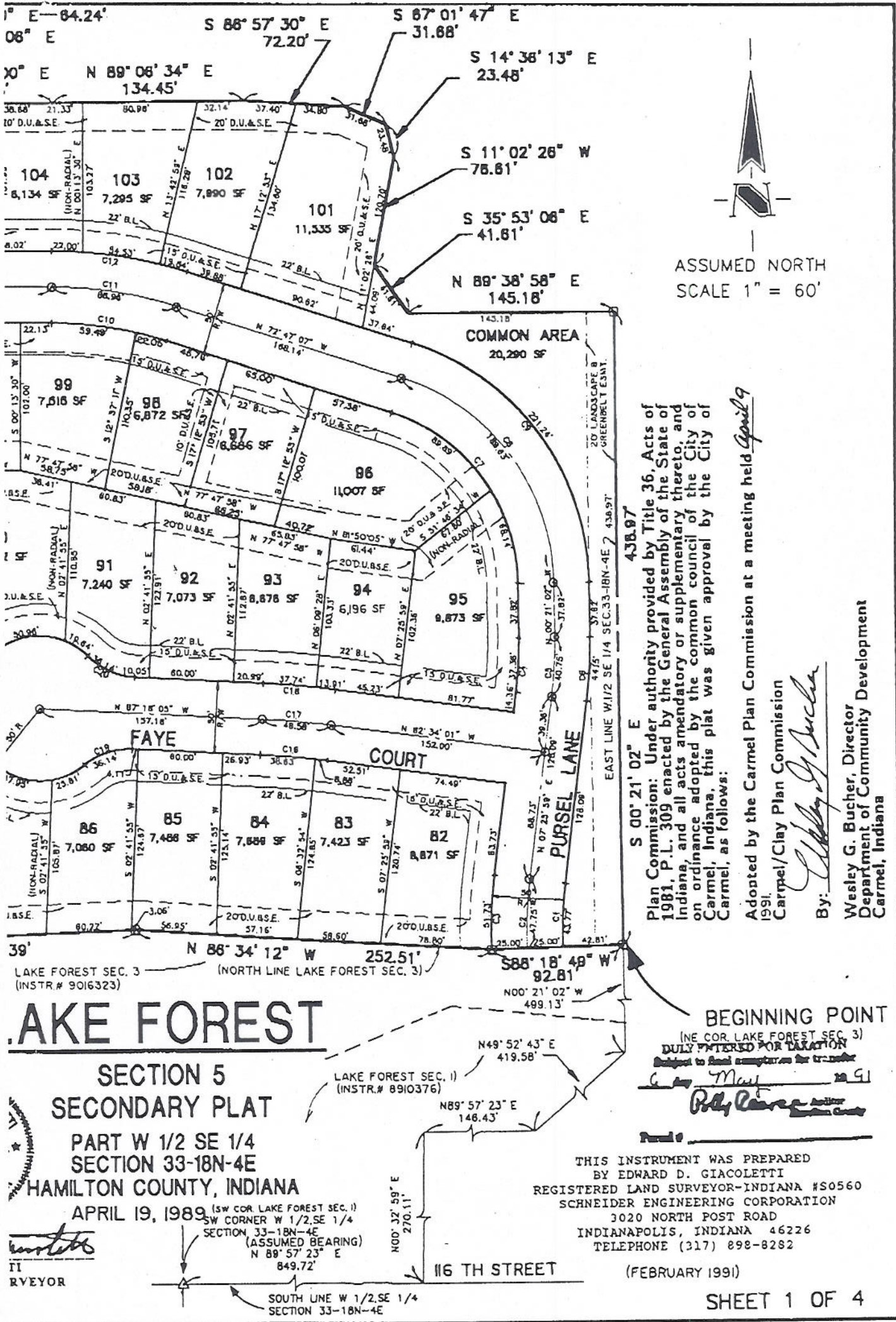
Attest: Susan W. Jones
Susan W. Jones, Clerk-Treasurer

Plan Commission: Under authority provided by Title 36, Acts of
1981, P.L. 309 enacted by the General Assembly of the State of
Indiana, and all acts amendatory or supplementary thereto, and
on 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 Plan Commission at a meeting held April 9
1991.
Carmel/Clay Plan Commission

By: Wesley G. Bucher
Wesley G. Bucher, Director
Department of Community Development
Carmel, Indiana





Plan Commission: Under authority provided by Title 36, Acts of 1981, P.L. 309 enacted by the General Assembly of the State of Indiana, and all acts amendatory or supplementary thereto, and on 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 Plan Commission at a meeting held April 9, 1991.
Carmel/Clay Plan Commission

By: *Wesley G. Bucher*

Wesley G. Bucher, Director
Department of Community Development
Carmel, Indiana

LAKE FOREST

**SECTION 5
SECONDARY PLAT
PART W 1/2 SE 1/4
SECTION 33-18N-4E
HAMILTON COUNTY, INDIANA**

APRIL 19, 1989 (SW COR. LAKE FOREST SEC. 1)
SW CORNER W 1/2, SE 1/4
SECTION 33-18N-4E
(ASSUMED BEARING)
 $N 89^{\circ} 57' 23'' E$
849.72'

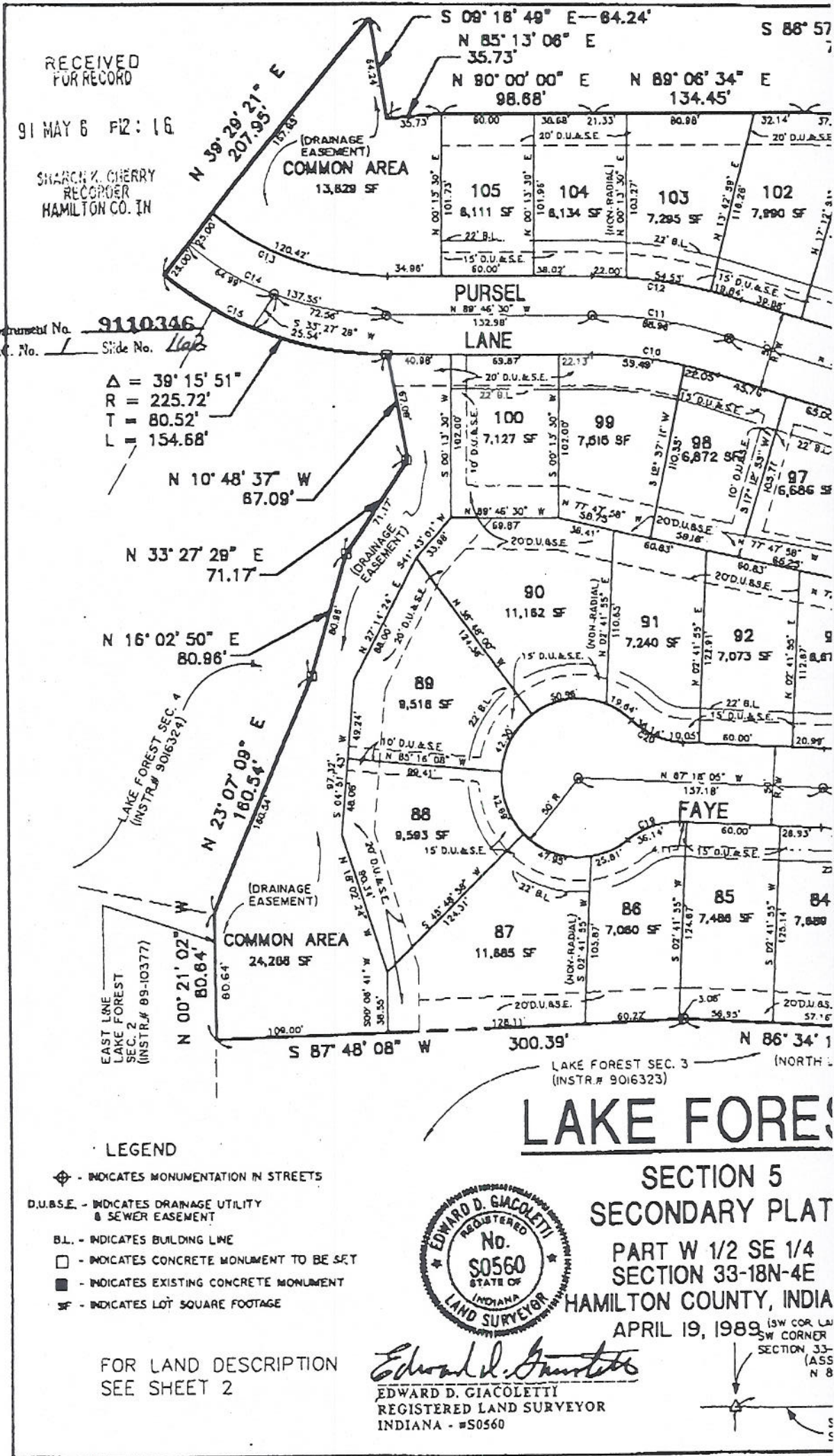
Edward D. Giacoletti
SURVEYOR

BEGINNING POINT
(IN COR. LAKE FOREST SEC. 3)
DULY ENTERED FOR TAXATION
Edward D. Giacoletti
1991

THIS INSTRUMENT WAS PREPARED
BY EDWARD D. GIACOLETTI
REGISTERED LAND SURVEYOR-INDIANA #S0560
SCHNEIDER ENGINEERING CORPORATION
3020 NORTH POST ROAD
INDIANAPOLIS, INDIANA 46226
TELEPHONE (317) 898-8282
(FEBRUARY 1991)

SHEET 1 OF 4

675.05



LAKE FOF

SECTION 5/SECOND

LAKE FOREST SECTION 5 PLAT COVENANTS AND RESTRICTIONS

COMM
(CA).

The undersigned, The C. P. Morgan Co., Inc. an Indiana corporation (the "Developer"), being the owner of the real estate described herein (the "Real Estate") does hereby lay off, plat and subdivide the Real Estate into lots and streets as shown on this plat for Lake Forest, Section 5, as hereafter recorded in the office of the Recorder of Hamilton County, Indiana (the "Plat"). The Developer desires to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") shall be known and designated as "Lake Forest, Section 5", an addition in Hamilton County, Indiana. In addition to the covenants and restrictions hereinafter set forth, the Real Estate shall be subject to certain additional covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Lake Forest to be recorded by Developer in the office of the Recorder of Hamilton County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of Lake Forest Homeowners' Association, Inc. (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible.

In order to provide adequate protection to all present and future owners of lots in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon and shall run the Real Estate.

DEDICATION OF STREETS: All rights of way for streets shown on this plat and not heretofore dedicated, are hereby dedicated to the public.

DRAINAGE, UTILITY AND SEWER EASEMENTS: There are strips of ground as shown on the within plat marked D.U. & S.E. (drainage, utility and sewer easement) which are reserved for the nonexclusive use of public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains, subject at all times to the proper authorities, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips except for fences, patios, decks, driveways and walkways. The owners of such lots in this Subdivision however, shall take their title subject to the nonexclusive rights of the public utilities and other owners of said lots in this Subdivision to said easements herein granted for ingress and egress in, along and through the strips so reserved.

DRAINAGE EASEMENTS: There are areas of ground on the plat marked "Drainage Easements". The Drainage Easements are hereby created and reserved: (i) for the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage, or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the nonexclusive use of the Association and the Hamilton County Drainage Board for access to and maintenance, repair and replacement of such drainage system and Common Areas; provided, however, that the owner of any lot in the Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the Drainage Easement areas on the plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to by this paragraph. No permanent or other structures shall be erected or maintained on said drainage easements except for fences, patios, decks, driveways and walkways. The owners of such lots in this Subdivision however, shall take their title subject to the nonexclusive rights of the Hamilton County Drainage Board and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

LANDSCAPE GREEN BELT EASEMENT: There are areas of ground on the within plat marked Landscape Green Belt Easement (LGBE). The LGBE is hereby created and reserved: (i) solely for the common visual and aesthetics enjoyment of the owners and no permanent or other structures shall be erected or maintained on the LGBE except fences and (ii) for the use by Developer during the Development Period. The LGBE and the landscaping installed therein shall be maintained by the Owner of each lot which has an LGBE.

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LAKE FOREST

SECTION 5/SECONDARY PLAT

RECEIVED
FOR RECORD

Instrument No. 9110346
P.C. No. 1 Slide No. 162

91 MAY 6 P12:16

SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

RESTRICTIONS

Indiana corporation (the "Real Estate") into lots and streets as shown and recorded in the office of the Recorder. The Developer desires to subject the lots to the following Covenants and Restrictions. The lots shall be known and designated as "Lake Forest" in Hamilton County, Indiana. In addition to the restrictions on the Real Estate shall be subject to the restrictions contained in the Declaration of Covenants and Restrictions to be recorded by Developer in Hamilton County, Indiana, as the same may be amended from time to time (the "Declaration"), and to the restrictions contained in the Homeowners' Association, Inc.

If there is any irreconcilable conflict between the provisions contained herein and any of the provisions contained in the Declaration, the conflicting provisions shall control only to the extent of such conflict and to the greatest extent possible.

present and future owners of lots in this subdivision, in addition to those set forth in the Declaration, shall run the Real Estate.

Streets shown on this plat and not shown on the Declaration shall be public.

There are strips of ground as shown on the Declaration and sewer easements) which are owned by utility companies, including cable television companies, for the installation, maintenance, repair and replacement of lines, wires, sewers and drains, and to the easements herein reserved. The owners of such lots in this subdivision shall be responsible for the maintenance and repair of the nonexclusive rights of the Association to said easements and shall run through the strips so reserved.

As shown on the plat marked "Drainage Easement" and reserved: (i) for the use of the Association for the installation, maintenance, repair and replacement of a drainage system, including round installations, for the Real Estate for the exclusive use of the Association and its members; and maintenance, repair and replacement of the same. Areas: provided, however, that the Drainage Easement shall be required to be maintained free from obstructions so that the Association may exercise its nonexclusive rights of the Association to go on any lot for the installation, maintenance, repair and replacement of the same. No permanent or other structures shall be erected on the drainage easements except for the use of the Association or its members. The owners of such lots in this subdivision shall be responsible for the maintenance and repair of the nonexclusive rights of the Association to said easements and shall run through the strips so reserved.

Areas of ground on the within plat marked "Landscape" is hereby created and reserved for the aesthetic enjoyment of the owners of the lots and shall be maintained or maintained on the LGBE during the Development Period. The same shall be maintained by the Owner of each

COMMON AREA: There are areas of ground on the plat marked "Common Area" (CA). The Common Areas are hereby created and reserved:

- i. solely for the common visual and aesthetic enjoyment of the Owners;
- ii. for the use by Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature parklands;
- iii. for the use as retention and detention ponds or lakes, entryways and nature parklands; and,
- iv. for the use of the Association of the management and control of retention and detention ponds or lakes, entryways and nature parklands and the installation, maintenance and repair of improvements thereon.

LIMITED COMMON AREA: There are areas of ground on the plat marked "Limited Common Area" (LCA). The Limited Common Areas appear upon the plat marked "Limited Common Area" and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in such area. Such cul-de-loop shall further have a mounded landscape island therein adjacent to the public right-of-way and such Limited Common Area, shall be owned and maintained by equal undivided interest as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public right-of-way. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provision of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly amended to date, I.C. 32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgage taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgage's taking title.

MEDIANS AND ENTRYWALLS: There is a landscaped median located within the Subdivision within the public right-of-way of the streets. This landscaped median, including the lights, shall be maintained by the Association and are not the responsibility of The City of Carmel, Indiana. There are entrywalls located at the entry of the Subdivision, along 116th Street and at street corners. These entrywalls shall be maintained by the Association and are not the responsibility of The City of Carmel, Indiana.

SITE LINES AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs site 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 twenty-five (25) feet from the intersection and said lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site line.

RESIDENTIAL USES: All lots in the subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Zoning Ordinance of The City of Carmel, Indiana. No accessory outbuilding, garage, tool shed, storage building or any other attached or detached building erected or used as an accessory building to a residence shall be erected without the prior approval of the developer or the Association as the case may be. Any such structure shall be of a permanent type of construction and shall conform to the general architectural and appearance of such residence. No trailer, shack, tent, boat, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence. Notwithstanding the foregoing, no Accessory Building may be constructed on any lots in Section 1, 3, or 5, nor on lots in Sections 2, 4, 6 and 7 adjacent to water retention ponds, specifically including the following lots: Lots numbered 1 through 28, 35 through 41, 47 through 60, 78 through 110 and 141 through 148.

DEVELOPER'S RIGHT TO PERFORM CERTAIN MAINTENANCE: In the event that any Owner of a Lot shall fail to maintain his Lot and any improvements situated thereon

LAKE F

SECTION 5/SEC

in accordance with the provisions of these Restrictions. Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such Lot and improvement situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owner and the Developer may seek collection of costs in any reasonable manner including placing a lien against said Real Estate for the expense thereof. Neither the Developer, nor any of its agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the completion of the development period, the Association shall succeed to the rights of the Developer.

MINIMUM RESIDENCE SIZE: The minimum square footage of any residence constructed within the Subdivision exclusive of garages, porches, patios, accessory buildings or basements shall be not less than one thousand two hundred (1,200) square feet of living area for a one-story residence or one thousand six hundred (1,600) square feet of living area for a two- (or more) story residence. Each residence shall have an attached garage for storage of two or more vehicles and a paved drive leading from the street to such garage.

ANIMALS: No farm animal, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Subdivision; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.

VEHICLE PARKING: No camper, motor home, inoperative vehicle, truck, trailer, boat or recreational vehicle of any kind be stored in open view on any lot in the Subdivision for more than twenty-four hours.

SIGNAGE: No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except Developer may use larger signs during the sale and development of the Subdivision.

WASTE DISPOSAL: No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

STORAGE TANKS: Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

SEWAGE DISPOSAL: No private or semi-private water supply and/or sewage disposal system may be located upon any lot in the Subdivision which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any lot.

LIGHTS: "Dusk to dawn" type lights, either yard pole lights or exterior garage lights, shall be installed on each lot by the Developer (or at the option of the Developer - by the Builder with a light approved by the Developer) and such light shall be installed prior to the final house inspection by the Carmel Department of Community Development. The lights shall be maintained by the individual lot owners.

ANTENNAS: No antennas shall be allowed to extend higher than five (5) feet above the roofline on the exterior of homes in the Subdivision.

SATELLITE DISHES: No satellite dishes shall be installed or permitted in the Subdivision except as approved by the Association or Developer as the case may be.

AWNINGS AND PATIO COVERS: No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the Subdivision.

FENCING: No fence placed on a Lot abutting an area designated on the plat as Common area shall exceed four (4) feet in height beyond a point fifteen (15) feet from the house constructed on such lot.

All fencing shall be subject to approval by the Developer until the end of the Development Period and thereafter by the Association's Architectural Control Committee. All fencing that abuts the areas designated Common Areas, an interior street or another Lot shall be constructed of wood.

All metal fencing used in the Subdivision, where permitted, must have a factory finish of either brown or black vinyl. No stockade fencing of any type will be allowed. No fence shall be higher than six (6) feet. No fencing shall extend forward of the furthest front corner of the residence. Fencing style and color shall be consistent with the Subdivision.

SWIMMING POOLS: No above-ground swimming pools shall be permitted in the Subdivision.

SOLAR HEAT PANELS: No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring lots and the streets.

LOT ACCESS: All lots shall be accessed from the interior streets of the Subdivision.

LAKE FOREST

Instrument No. 9110346
P.C. No. 1 Slide No. 1102

RECEIVED
FEB 11 1991

91 MAY 6 P12:17

SHARON E. BERRY
RECORDER
HAMILTON CO. IN

SECTION 5/SECONDARY PLAT

restrictions, Developer shall have the right to sue its agents and employees or contractors, or perform such other acts as may be necessary for improvement situated thereon, if any, and the cost thereof shall be an equitable apportionment of costs in any such collection of costs in any such suit against said Real Estate for the expense of its agents, employees, or contractors, or for any maintenance work performed during the development period, the Developer.

square footage of any residence or garage, porches, patios, accessory buildings or one thousand two hundred (1200) square feet or one thousand six hundred (1600) square feet for more than one (1) story residence. Each lot shall accommodate a maximum of two (2) vehicles and a garage.

use of any lot for commercial purposes except as shown on the plat of the Subdivision. No noxious, unlawful, or dangerous structures shall be erected on any lot in the Subdivision, nor shall any structure become an annoyance or nuisance to the neighborhood.

no use of any lot for a motor vehicle, truck, trailer, boat or other structure that obstructs an open view on any lot in the Subdivision.

no use of any lot for a structure that is displayed to the public view on any lot, nor shall any structure be displayed at any time for sale or rent, except as approved by the Developer and recorded in the Plat of the Subdivision.

no use of any lot as a dumping ground for trash, refuse, or other waste, or as a site for sanitary containers. All equipment shall be kept clean and shall not be stored on any lot, and all equipment shall be regularly cleaned and maintained so as not to accumulate thereon.

no use of any lot in connection with a lot shall be made such that they are completely concealed from the public view.

no use of any lot for water supply and/or sewage disposal systems which are not in compliance with the Indiana State Board of Health, or other laws, ordinances, rules, or regulations relating to the installation, construction, or maintenance of any lot.

no use of any lot for utility poles, poles, or other structures (or at the option of the Developer) and such structures shall be maintained by the individual lot owner.

no use of any lot for a structure extending higher than five (5) feet above the ground level of the Subdivision.

no use of any lot for a structure installed or permitted in the Subdivision as the case may be.

no use of any lot for a structure of glass or similar type material in the Subdivision.

no use of any lot for a structure on an area designated on the plat as a common area or beyond a point fifteen (15) feet from the boundary of the Subdivision.

no use of any lot for a structure until the end of the development period or until the Subdivision's Architectural Control Commission has approved the structure, except as provided on the plat of the Subdivision.

no use of any lot for a structure permitted, must have a factory installed fence of any type will be required. No fence shall extend beyond the boundaries of the lot. Fencing style and color shall be as shown on the plat.

no use of any lot for swimming pools shall be permitted in the Subdivision.

no use of any lot for a structure shall be permitted on roofs of any structure shall be enclosed within fenced areas abutting lots and the streets.

no use of any lot for a structure on the interior streets of the Subdivision.

ENFORCEMENT: Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity having any right, title or interest in the Real Estate (or any part thereof), and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

AMENDMENT: These covenants and restrictions may be amended at any time by the then owners of at least two-thirds (2/3) of the lots in the Subdivision which is now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the lots in such Subdivision has been sold by Developer, any such amendment of these covenants and restrictions shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Records of Hamilton County, Indiana.

DURATION: These covenants and restrictions (as the same may be amended from time to time as provided in the foregoing paragraph) shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until January 1, 2001, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

SEVERABILITY: Invalidation of any of the foregoing covenants and restrictions by judgement or court order shall in no way affect any of the other covenants and restrictions of this plat, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 27 day of MARCH, 1991.

The C. P. Morgan Co., Inc.
an Indiana corporation

By: William B. Blake
William B. Blake, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared William B. Blake, the Vice President of The C. P. Morgan Co., Inc. an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 27 day of MARCH, 1991.

Deana H. Gwyton
Deana H. Gwyton, Notary Public

My Commission Expires: 12/4/92

My Commission Expires: MARCH

Plan Commission: Under authority provided by Title 36, Acts of 1961, P.L. 109 enacted by the General Assembly of the State of Indiana, and all acts amendatory or supplementary thereto, and on 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 Plan Commission at a meeting held April 9, 1991.
Carmel/Clay Plan Commission

By: Wesley G. Bucher
Wesley Bucher, Director
Department of Community Development
Carmel, Indiana

This instrument was prepared by Brian J. Tuohy, STARK DONINGER MERNITZ & SMITH, 30 S. Meridian St. Ste. 700, Indianapolis, Indiana 46204.