

COVENANTS AND RESTRICTIONS OF LAKE LASALLE ESTATES
Additions # 1, 11, and 111

1. Properties Covered - The properties covered in the covenants and restrictions hereinafter setforth are duly recorded in the Brown County Recorder's Plat Book as: Lake LaSalle Estates, Inc. - Addition Number I (Cabinet #1, Sleeve #14a), Lake LaSalle Estates, Inc. - Addition Number II (Cabinet #1, Sleeve #21a), Lake LaSalle Estates, Inc. - Addition Number III (Cabinet #1, Sleeve #6a), and in the Brown County Auditor's Plat book as #10,000, Map #13102 (Lake LaSalle itself), and the #'s 3100, 10,100 and 10,200, Map #13102 ("Common Properties"). Lake LaSalle Estates, Inc. - Addition Number 4 (Cabinet #1, Sleeve #175a) shall not be covered by these covenants and restrictions, but shall remain under its current covenants and restrictions. For the purposes of these covenants and restrictions, any hereinafter reference made to Lake LaSalle Estates, Lots, or property shall not apply to Addition 4.

11. Lot subdivision - Further subdividing of any Lot after approval of these covenants and restrictions beyond that which is shown in the Plat Book is prohibited except that owners of a property of more than one (1) Lot may sell a fraction of that property but only to an adjacent Lot owner. No structure can be built or exist on a property of less than one (1) Lot as originally platted.

III. Authority to Enforce Covenants and Restrictions - The property owners of Lake LaSalle Estates through approval of the hereinafter setforth covenants and restrictions shall give the Executive Board of Lake LaSalle Property Owners Association, a duly elected organization to represent the interests of the members of Lake LaSalle Estates, the authority to enforce by any proceeding at law or in equity, the COVENANTS AND RESTRICTIONS OF LAKE LASALLE ESTATES, liens, and charges now or hereafter imposed by these covenants and restrictions. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. At his/her choosing, any Lot owner may also enforce through legal means the aforementioned covenant and restrictions without consent or assistance of the Executive Board.

IV. Enforcement of the Covenants and Restrictions - The Executive Board shall annually appoint a committee to review and insure compliance of all matters concerning these covenants and restrictions. The committee shall report to the Board any violations or attempted violations of these covenants and restrictions. The board shall have the authority to hire the necessary legal and technical persons to litigate matters, and shall use the funds of Lake LaSalle Property Owners Association to compensate for such assistance. All court costs, including reasonable attorney fees, and other fees due to action brought to enforce any of these covenants and restrictions shall be assumed and paid by the Lot owner determined to be in violation. All parties agree that any legal matter shall be heard by the Small Claims Division of the Brown Circuit Court.

CYNTSDOC

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V. Severability - Invalidation of any of these covenants or restrictions by judgment of court order shall in no way affect any other provisions which shall remain in full force and effect.

VI. Amendment - These covenants and restrictions shall run with and bind the land in perpetuity unless an instrument signed by a three-quarters (3/4) majority of the then Lot owners has been recorded, agreeing to change said covenants and restrictions. Votes cast for approval or disapproval of amendments shall be based on 2 (two) votes per Lot as originally platted or 1 vote per one-half (1/2) Lot as originally platted.

VII. Covenants and Restrictions - These covenants and restrictions are to run with the land and shall be binding on any purchaser and all future owners of such real estate and all persons claiming under them. Upon approval of these COVENANTS AND RESTRICTIONS OF LAKE LASALLE ESTATES, any dwelling or permanent structure not meeting these covenants and restrictions on the date of adoption shall be exempt. The following covenants and restrictions shall apply to Lake LaSalle Estates:

1. Purpose - The intention and purpose of these covenants and restrictions are to ensure that the quality, property value and scenic beauty of Lake LaSalle Estates is maintained.

2. Use - All Lots shall be used for residential purposes only. All streets and roads are hereby dedicated to the public.

3. Any building erected, placed, or structurally altered on any Lot of Lake LaSalle Estates must meet the requirements of the following paragraph #'s 4, 5, and 6 and be approved by the appropriate committee of the Executive Board of Lake LaSalle Property Owners Association prior to construction. Failure to do so shall subject the Lot owner to appropriate sanctions of the Brown Circuit Court.

4. Building Type and Size - No building shall be erected, placed, structurally altered, or permitted to remain on any Lot other than one detached single-family dwelling (home), not to exceed two stories in height, excluding the basement level, and a private garage for not more than three (3) cars. The total housing area of each dwelling shall contain not less than fifteen hundred (1500) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, garages, and carports). A storage shed, not to exceed twelve (12) foot by sixteen (16) foot may also be constructed separate and apart from the residential dwelling. No structure detached from the dwelling shall be used for purposes of habitation. Any home which is not framed and constructed on site shall be prohibited. This shall include but not be restricted to homes currently known as "house trailers", "mobile homes", "modular homes", or any other type of dwelling which is transported to site in sections greater than 64 square feet.

5. Dwelling Construction -

- a. All construction must meet applicable building codes and be performed under proper building permits as required by the Brown County Planning Commission (or other responsible authority)
- b. Non-basement, exterior construction must be of a material other than concrete block. Each dwelling must be on a permanent foundation of concrete block or poured concrete
- c. All units must have modern plumbing, electrical, and central heating systems.
- d. A sanitary system shall be provided and properly operated using a septic tank and absorption field , or other treatment system, in accordance with the applicable standards of the county and/or State Board of Health having jurisdiction thereof.

6. Building Set-Backs - The word "Lot" as used in these protective covenants and restrictions shall mean any of the said Lots as platted. All buildings must be located at or behind the front building line shown in the recorded plat and no closer than twelve (12) feet to an adjoining Lot line. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat.

7. Garbage and Trash - No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The accumulation of trash, refuse, or other materials, including, but not limited to brush piles, piles of sawn lumber, building materials, furniture, appliances, unlicensed vehicles or parts thereof, in the open and visible from either the road or the lake, is prohibited.

8. Activities - The area shall not be used for game hunting or target practice with any type of fire arm. No noxious or offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area.

9. Fences - No fences, walls or similar structures of over four (4) feet in height shall be permitted from the building set-back line to the front Lot line, or from the building set back line to the lake, or between two adjacent Lots.

10. Signs - No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot or one sign of not more than five (5) square feet advertising the property for sale or rent, signs used by the builder prior to, during or after construction shall be prohibited.

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

12. Vapor or fluorescent lights or any light of greater than 200 watts shall be prohibited unless they are directed down and shielded so as not to shine on a neighbor's property.

13. Assessments - Each owner of a lake-front Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to Lake LaSalle Property Owners' Association annual assessments or dues by the 1st day of January of each year. The amount is to be set forth by the Executive Board and evaluated periodically. The annual assessment or dues together with interest at the statutory rate, cost, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The assessment or dues shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

The assessments levied shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Lake LaSalle Estates and for the improvement and maintenance of the lake and other common areas.

Order No. : 310605738
Revision No. 3rd
Loan No. : 4916100029

Lawyers Title Insurance Corporation
4600 NW Plaza
Zionsville, IN 46077
317-870-7144 FAX 317-870-7155

Lawyers Title Insurance Corporation

TITLE INSURANCE COMMITMENT

Order No.: 310605738

Revision No. 3rd

Effective Date: July 28, 2006 at 8:00 a.m.

Schedule A

1. Policy or Policies to be issued:

ALTA HomeOwner's Policy - 10/17/98

Proposed Insured: Marc F. Behringer

Amount: \$230,000.00

ALTA Loan Policy - 10/17/92

Proposed Insured: Provident Funding Associates, L.P.

Amount: \$184,000.00

2. The estate or interest in the land described or referred to in this Schedule and covered herein is a Fee Simple and title thereto is at the effective date hereof vested in:

William E. Evans and J. Kristin Evans , Husband and Wife

3. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

By:



Robert R. Thomas
Authorized Officer

October 20, 2006
KV

SCHEDULE B - SECTION 1 REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Warranty Deed executed by Fee Simple Title Holder vesting fee simple title to the proposed insured owners, as shown in Schedule A.
2. State Form 46021 (6--93) "DISCLOSURE OF SALES INFORMATION" must be completed by the Buyer and Seller and attached to the deed or other document transferring title before the document will be recorded by the County Recorder.
3. Release of Mortgage from William J. Evans and J. Kristin Evans, husband and wife, to Union Savings Bank, in the amount of \$141,900.00 recorded May 20, 2004 as Instrument # 200400034383 in the Hamilton County Records.
4. Sellers, Mortgagors, and Vendors affidavits to be furnished.
5. Mortgage executed by proposed Mortgagor to the proposed insured lender.
6. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
7. Upon a conveyance or mortgage of the premises, we must be furnished a certificate signed by the President or Secretary of the Homeowners Association stating there are no unpaid assessments which constitute a lien on the subject premises.
8. Certificate signed by the Clerk-Treasurer of the Municipality stating there are no unpaid municipal assessments and/or special assessments on the insured real estate.

NOTE: A 24 Month chain of title was done and we find the following:

A Deed recorded December 31, 1997 from Deepak J. Patel and Hema D. Patel, husband and wife to William E. Evans and J. Kristin Evans, husband and wife as Instrument # 9756506.

NOTE: If an insured closing is completed by LandAmerica Short Form Policy/Policies will be issued at the time of closing.

NOTE: The preprinted survey exceptions will be deleted on the Mortgage Final Policy when issued.

SCHEDULE B - SECTION 2 EXCEPTION

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for the value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession, boundary line disputes, overlaps, encroachments, and any other matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule A.

3. Easements, or claims of easements, not shown by the public records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.

6. Taxes for the year 2005 due and payable in 2006 each half for \$1,636.09 are assessed in the name of Evans, William E. and J. Kristin due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Washington. Assessed Value: Land-\$27,400.00; Improvements-\$164,700.00; Exemptions-\$38,000.00 . Tax Identification Number 08-09-13-00-02-014.000.

NOTE: The County Treasurer Computer indicates 92.57 x 139.64 acres.

7. Taxes for the year 2006 due in 2007 are not yet due and payable.

NOTE: Added improvements in place as of March 1, 2006 are subject to assessment which could increase the tax amounts due in 2007, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

NOTE: The real estate tax information set out above is all that is currently available in County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.

8. Possible future annual maintenance assessments for the Westfield Farms Drain/Ditch. Not currently assessed for 2006.
9. Pursuant to IC36-9-27-33 of County Drainage Board (and any amendments thereto) or any legal representative thereof is granted the right of entry over and along lands lying within 75 feet of any regulated drain, said 75 feet being measured at right angles from the existing bank of each and any open drains.

10. Rights of the Public and others entitled thereto in and to the use of that portion of the property within the bounds of any road or highways.
11. Rights of way for drainage tiles, ditches, feeder and laterals, if any.
12. The acreage indicated in the legal description, and/or the address shown on Schedule A, is solely for the purposes of identifying said tract and should not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.
13. Easements for drainage and/or utilities and incidental purposes, if any.
14. Building lines, set-back lines, front, back and side yard buffer lines, if any.
15. Covenants, conditions, restrictions and terms and provisions set out in any Deed, Plat or Declaration, and any amendments thereof, if any. Violation thereof will not cause forfeiture or reversion of title.
16. Possible municipal and/or sewer assessments which may be levied by the municipality, if any.
17. Dissolution of Marriage in re: William E. Evans and J. Kristin Evans entered July 25, 2005 as Cause Number 29D03-0507-DR-874. Pending final decree.

Note: any exception contained herein omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 u.s.c. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 u.s.c. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

Note: if policy is to be issued in support of a mortgage loan, attention is directed to the fact that the company can assume no liability under its policy, the closing instructions, or insured closing service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Order No. : 310605738
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EXHIBIT "A"

LOT NO. 21 IN SHADOW LAKES, SECTION 1, AN ADDITION IN HAMILTON COUNTY, AS PER
PLAT THEREOF, RECORDED IN PLAT CABINET 1, SLIDE 49 AS INSTRUMENT NO. 8920670, IN
THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Property Address: 14606 Shadow Lakes Drive East
aka 14606 Shadow Lakes Drive, Carmel, IN 46032

Preuss, Tera Del

From: McDaniels, Sherrie
Sent: Wednesday, October 25, 2006 10:16 AM
To: Preuss, Tera Del
Subject: 5202 Lafayette Rd

Hi Tera

It looks like this one is going back on the market, just an fyi
Thanks for all of your help on it!

Sorry-
Sherrie

*Shewie McDaniel's-Account Manager
LandAmerica Lawyers Title
A Fortune 500 Company
2006 Most admired Companies
8354 Little Eagle Ct Ste C
Indianapolis In 46234
317-209-9155
Fax 317-209-9163*

10/25/2006