

CROSS REFERENCE

910005906

90/2

ADDITIONAL RESTRICTIONS
AVON CREEK ESTATES SECTION 5

The undersigned, Donald E. Lambert and Dorothy L. Lambert, husband and wife, Owners of the real estate known as "Avon Creek Estates - Section Five" and recorded in the Office of the Recorder of Marion County, Indiana of December 21, 1990 as Instrument #90-132322, do hereby wish to add the following restrictions to apply to the 96 lots in this addition.

1. These restrictions are in addition to the restriction recorded as part of the aforementioned plat.
2. Fences: All fencing, including materials and height, require the approval of the Architectural Control Committee. Fencing shall not extend forward of the rear corners of the Residence.
3. Landscaping: The Lot Owner shall landscape the lot within sixty (60) days following completion of a house, thereon, weather permitting. Landscaping shall include all required sidewalks.
4. Swimming Pools: No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee.
5. Crawl Space & Foundation Drains: No crawl spaces, eaves, troughs, gutter, downspouts, or foundation drains shall be constructed so as to discharge water onto a street.
6. Exterior Antennas & Satellite Dishes: No television or radio antennas, satellite dishes or similar devices for television, radio, and/or telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential dwelling structure in the Development. However, inside attic antennas and cable service are acceptable.
7. Gazebos: Free standing gazebos are permitted if design and location is approved by the Architectural Committee.
8. Clothes Lines: Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.
9. Ditches & Swales: It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonable necessary to accomplish the purposes of this subsection.

JAN 17 1991

JOHN B. VON ARX
RECORDER

JAN 19 1991 3:54

10. Sidewalks: All Lot Owners with frontage on Texarkana Drive and New Harmony Drive shall construct sidewalks per approved plans prior to finish landscaping. (See #3 above.)
11. Temporary Drives: Owner and/or Builder shall install a temporary stone driveway as the first phase of construction and delivery of all materials possible will keep on said driveway. Builder shall be responsible for street cleaning.
12. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.

IN WITNESS WHEREOF, DONALD E. LAMBERT AND DOROTHY L. LAMBERT
 HAVE HEREUNTO CAUSE THEIR NAME TO BE SUBSCRIBED THIS
10th day of January 1991.

STATE OF INDIANA)
) SS
 COUNTY OF MARION)

Personally appeared before me, the undersigned a Notary Public in and for said County and State, This 10th day of January 1991, and Acknowledged the execution of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes herein expressed.

Donald E. Lambert Dorothy L. Lambert
 Donald E. Lambert Dorothy L. Lambert

My Commission Expires Nov. 13, 1993

Donald L. Dunk
 Notary Public
 DONALD L. DUNK

Notary resides in Hamilton County

APPROVED
 WITNESSED BY

916005906

1-15-90

Curtis L. Camrod

870011734

RECORDED
INDEXED

GRANT OF EASEMENT

JAN 30 87 003051

THIS INDENTURE WITNESSES that for and in ^{PROPERTY} ~~CONSIDERATION~~

consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, DONALD E. LAMBERT and DOROTHY LAMBERT, husband and wife, of Marion County, Indiana ("Grantors"), for themselves and their joint and several grantees, successors, and assigns, hereby jointly and severally grant, bargain, sell, convey, and warrant unto INDIANAPOLIS WATER COMPANY, an Indiana corporation ("Grantee"), its grantees, successors, and assigns, a perpetual easement with the right, privilege, and authority in Grantee, its grantees, successors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair a water main and its necessary appurtenances in, under, upon, over, and across the real estate located in Marion County, Indiana, that is described and depicted in attached Exhibit A (which is a print of Grantee's Drawing No. D-6714), which real estate is hereinafter signified by the term "the Real Estate." Said Exhibit A is incorporated in, and made a part of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate,

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JAN 30 3 46 PM '87

(2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Real Estate for equipment and materials necessary for repairs and maintenance of Grantee's facilities located in, under, upon, over, and across the Real Estate, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, and (4) for nearby property owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by water service pipes to the water main installed by Grantee in the Real Estate, provided such nearby property owners, their grantees, successors, agents, or employees, restore the portion of the Real Estate disturbed by their work to a condition that is as near the condition that existed at the time the portion was disturbed by them as is practicable.

Grantee covenants that in the installation, maintenance, or operation of its water main and appurtenances in, under, upon, over, and across the Real Estate, it will restore the portion of the Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is practicable, but it shall have no duty to restore an area of the Real Estate disturbed by nearby property owners, their grantees, successors, agents or employees, in connecting the premises of the nearby property owners by water service pipes to the water main installed in the Real Estate, and Grantee shall

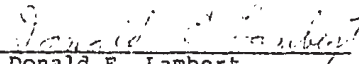
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not be liable for any damages caused to Grantors' property as a result of such work.

Grantors reserve the right to use the Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement. Grantors herein covenant for themselves and for their grantees, successors, and assigns, that none of them will erect or maintain any building or other structure or obstruction on or over Grantee's water main and appurtenances thereto installed in the Real Estate or any water service pipes installed in the Real Estate.

The Grantors represent and certify that Grantors are the owners of the Real Estate; that Grantors guarantee the quiet possession of the Real Estate to the Grantee; that the Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, Grantors will warrant and defend the Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantors have executed this Grant of Easement this 10 day of Jun., 1987.


Donald E. Lambert

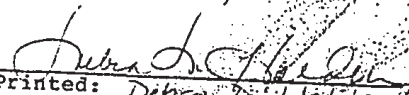

Dorothy Lambert
870011734

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Donald E. Lambert and Dorothy Lambert, husband and wife, who acknowledged their execution of the foregoing instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal this 19 day of January, 1987.

I am a resident of Hendricks County, Indiana, and my commission expires: Sept 12, 1989 !


Printed: Debra D. Holtz
(Notary Public)

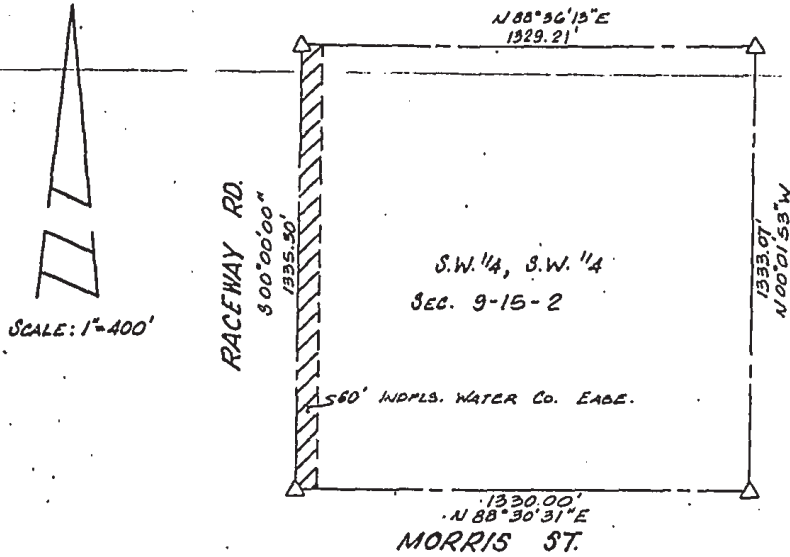
This instrument was prepared by E. Clay Ulen.

870011734

18 Dec. 1986



PAUL L. CRIFE, INC. / 7172 Graham Road/Indianapolis, Indiana 46250/(317) 842-6777



Proposed I.W.C. Easement

Part of the Southwest Quarter of the Southwest Quarter of Section 9, Township 15 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

A strip of ground 60.00 feet in width by parallel line off the entire West side of the said Southwest Quarter Quarter Section.

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THIS EASEMENT CONTAINS 80,118 SQ. FT. (1.84 ACRES) MORE OR LESS.

INDIANAPOLIS WATER COMPANY		
DISTRIBUTION SYSTEM		
60' WATER MAIN EASEMENT		
EAST OF, PARALLEL & ADJACENT TO THE E OF RACEWAY RD. FROM THE E OF MORRIS ST. TO A PT. 1,335.30' NORTH		
DR. BY P.I.C.	DATE 12-23-86	SCALE 1"=400'
CH. BY DWW 12-23-86	APPROVED BY <i>S. Jones</i>	DRAWING NUMBER D-6714

870021857

P.C. 1372

704
③

GRANT OF PERPETUAL EASEMENT

THIS INDENTURE made this 30th day of December, 19 86, by and between Donald Lambert and Dorothy Lambert of the County of Marion, State of Indiana, hereinafter called "GRANTORS" and the City of Indianapolis, Indiana, by its Department of Public Work: through its Director, hereinafter called "GRANTEE":

WITNESSETH:

That for and in consideration of the mutual covenants herein set forth and other valuable considerations, the receipt of which is hereby acknowledged, the GRANTOR for himself, herself, itself, themselves, his, her, their administrator, successors and assigns, does hereby grant, bargain, sell convey and warrant unto the GRANTEE, its grantees, successors and assigns, forever, a perpetual right-of-way and easement, with the right, privileges and authority in GRANTEE, its grantees, successors and assigns, to enter upon, dig, lay, erect, construct, install, reconstruct, renew, and to operate, maintain, patrol replace, repair, and continue a sewer line including but not limited thereto main, sub-main, local, lateral, outfall, force, and interceptor sewer, as a part of the GRANTEE City's system and works for the collection, carriage, treatment and disposal of the waste, sewage, garbage, storm water, and refuse of said city, as shall be hereafter located and constructed into, under, upon, over and across the following described real estate and premises owned by the GRANTORS and situated in the County of Marion, State of Indiana, to-wit:

See Exhibit A attached and by this reference incorporated herein.

RECEIVED IN RECORDS
FEBRUARY 24 1987
MARION COUNTY, INDIANA

FEB 27 2 24 PM '87

FILED
FEB 27 1987
COUNTY AUDITOR
11

The GRANTEE, its successors and assigns shall have the right to enter along, over and upon said easement to repair, relocate, service and maintain such sewers, at will, and to make such alterations and improvements in the facilities thereof as may be necessary or useful, and to remove from the extent of the right-of-way any encroaching trees, buildings, or other obstructions to the free and unobstructed use of such easement, and to build and maintain all necessary intakes, catch basins, and other devices incident to such sewers, and shall have the right of ingress and egress only over adjoining premises and lands when necessary and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said easement.

GRANTEE covenants that, in the installation, maintenance or operation of its sewer and appurtenances, under, upon, over and across said tract of land in which perpetual easement is hereby granted, it will restore the area disturbed by its work to as near the original condition as is practicable.

GRANTORS herein covenant for themselves, their grantees, successors and assigns that they will not erect or maintain any buildings or other structures or obstruction on or over said sewer and appurtenances under said tract of land in which perpetual right-of-way and easement is hereby granted, except by express permission from the GRANTEE, in writing, and in accordance with the terms thereof, and which permission when in writing and recorded shall run with real estate.

A diagram map showing the route, courses and distances through the above premises and lands and width of right-of-way is attached hereto and made a part of this indenture by reference as EXHIBIT "A".

GRANTORS hereby covenant that they are the owners in fee simple of said real estate, are lawfully seized thereof and have a good right to grant and convey the foregoing easements therein; that they guarantee the quiet possession thereof, that said real estate is free from any and all encumbrances except the following:

1. Current taxes
2. _____
3. _____
(Give mortgagee record, page and mortgagee)

and that GRANTORS will warrant and defend GRANTEE'S title to said easement against all lawful claims.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their respective hands the day and year first written above.

Donald Lambert
(Written)

Donald Lambert
(Printed)

Dorothy Lambert
(Written)

Dorothy Lambert
(Printed)

STATE OF INDIANA }
COUNTY OF MARION } SS:

870021857

On this 30 day of December, 19 86, before the undersigned, a NOTARY PUBLIC in and for said County and State, personally appeared a GRANTOR herein, who acknowledged the execution of the above and foregoing conveyance to be their voluntary act and deed.

19 86. WITNESS my hand and Notarial Seal this 30 day of Dec

MY COMMISSION EXPIRES:
Sept 12, 1989

Debra D. Holden
(WRITTEN)

Debra D Holden
(PRINTED)

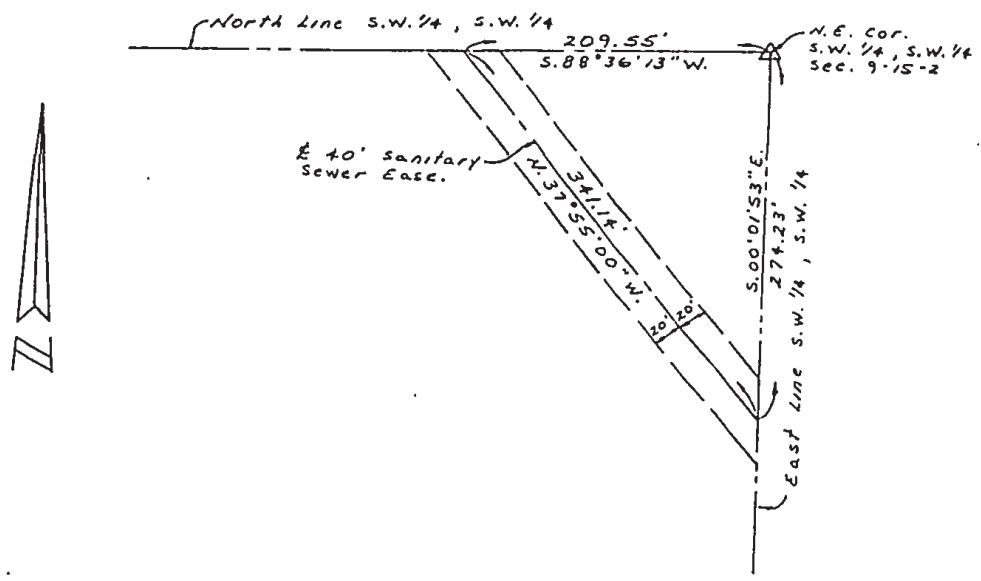
NOTARY PUBLIC - RESIDENT OF MARION COUNTY

September 23, 1986



EXHIBIT "A"

PAUL I. CRIFE, INC./ 7172 Graham Road/Indianapolis, Indiana 46250/(317) 842-6777



Sanitary Sewer Easement
(Lambert Property)

An easement 40.0 feet wide by parallel lines being a part of the Southwest Quarter of the Southwest Quarter of Section 9, Township 15 North, Range 2 East in Marlon County, Indiana, the centerline of which is more particularly described as follows:

Beginning at a point on the East line of the said Quarter Quarter Section South 00 degrees 01 minutes 53 seconds East (assumed bearing) 274.23 feet from the Northeast corner thereof; thence North 37 degrees 55 minutes 00 seconds West 341.14 feet and there terminating at a point on the North line of the said Quarter Quarter Section, said point bears South 88 degrees 36 minutes 13 seconds West 209.55 feet from the Northeast corner of the said Quarter Quarter Section.

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DATE 2-26-87

NOTE: ARTICLE VI, Section 3(b) of the rules of the Metropolitan Development Commission requires use of this form in recording commitments made with respect to zoning and approval cases in accordance with I.C. 36-7-4-607. Resolution No. 85-R-69, 1985 of the Metropolitan Development Commission requires the owner to make Commitment #1.

OK ju 3-13-87

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A REZONING OF PROPERTY OR PLAN APPROVAL

In accordance with I.C. 36-7-4-607, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Legal Description: See Exhibit A, attached hereto and by this reference incorporated herein.

Statement of COMMITMENTS:

1. The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attached "A".

2. Owner agrees to dedicate right-of-way along Morris Street and Raceway Road in conformance with the Thoroughfare Plan contemporaneous with platting.

These COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein; provided that Commitment #1 (Open Occupancy and Equal Opportunity Commitments) shall not be binding on an owner, subsequent owners or other persons acquiring an interest therein if such persons are exempt persons or are engaged in an exempt activity as defined on Attachment "A", which is attached hereto and incorporated herein by reference. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the adoption of rezoning petition # 87-Z-29 by the City-County Council changing the zoning classification of the real estate from a A-2 zoning classification to a D-3 zoning classification and shall continue in effect for as long as the above-described parcel of real estate remains zoned to the D-3 zoning classification or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six hundred sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of the owners shall be determined from the records in the offices of the various Township Assessors of Marion County which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made); and

3. Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitments).

The undersigned hereby authorizes the Division of Development Services of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition # 87-2-29.

IN WITNESS WHEREOF, owner has executed this instrument this 26th day of February, 1987.

Donald E. Lambert
Donald E. Lambert

Dorothy L. Lambert
Dorothy L. Lambert

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Donald E. Lambert and Dorothy L. Lambert, owner(s) of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 26th day of February, 1987.

Signature Tammra M. Bell
Printed Tammra M. Bell
County of Residence Marion

My Commission expires:
November 14, 1989

This instrument was prepared by William F. LeMond Attorney at Law.

file 3783
code 2/87LAMB.3

MD-171b (revised 2/24/86)

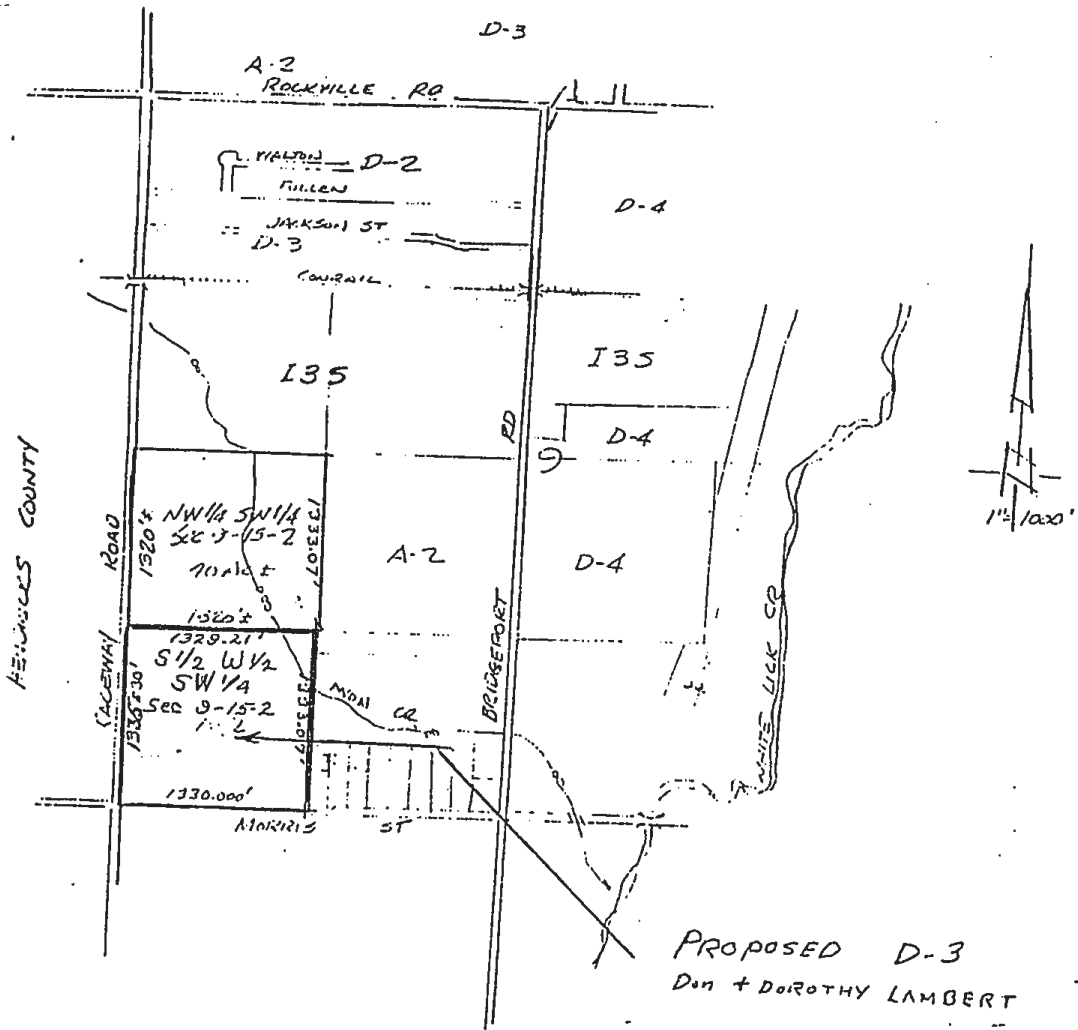
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EXHIBIT "A"

PAUL I. CRIFE, INC. / 7172 Graham Road / Indianapolis, Indiana 46250 / (317) 842-6777



PROPOSED D-3
Don + DOROTHY LAMBERT

870031061

THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION NINE,
TOWNSHIP FIFTEEN NORTH, RANGE TWO EAST IN MARION COUNTY, INDIANA, CONTAINING
40.73 ACRES, MORE OR LESS.

ATTACHMENT "A"

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

- (a.) The owner commits that he shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, handicap or sex in the sale, rental, lease or sublease, including negotiations for the sale, rental, lease or sublease, of the real estate or any portion thereof, including, but not limited to:
- (1) any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters by one or more families or a single individual;
 - (2) any building, structure or portion thereof, or any improved or unimproved land utilized or designed or intended for utilization, for business, commercial, industrial or agricultural purposes;
 - (3) any vacant or unimproved land offered for sale or lease for any purpose whatsoever.
- (b.) The owner commits that in the development, sale, rental or other disposition of the real estate or any portion thereof, neither he nor any person engaged by him to develop, sell, rent or otherwise dispose of the real estate, or portion thereof shall discriminate against any employee or applicant for employment employed or to be employed in the development, sale, rental or other disposition of the real estate, or portion thereof with respect to hire, tenure, conditions or privileges of employment because of race, color, religion, ancestry, national origin, handicap or sex.

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

1. With respect to commitments (a) and (b) above:
 - (a) any not-for-profit corporation or association organized exclusively for fraternal or religious purposes;
 - (b) any school, educational, charitable or religious institution owned or conducted by, or affiliated with, a church or religious institution;
 - (c) any exclusively social club, corporation or association that is not organized for profit and is not in fact open to the general public;provided that no such entity shall be exempt with respect to a housing facility owned and operated by it if such a housing facility is open to the general public;
2. With respect to commitment b, a person who employs fewer than six (6) employees within Marion County.

An exempt activity with respect only to commitment (a) shall mean the renting of rooms in a boarding house or rooming house or single-family residential unit; provided, however, the owner of the building unit actually maintains and occupies a unit or room in the building as his residence, and, at the time of the rental the owner intends to continue to so occupy the unit or room therein for an indefinite period subsequent to the rental.

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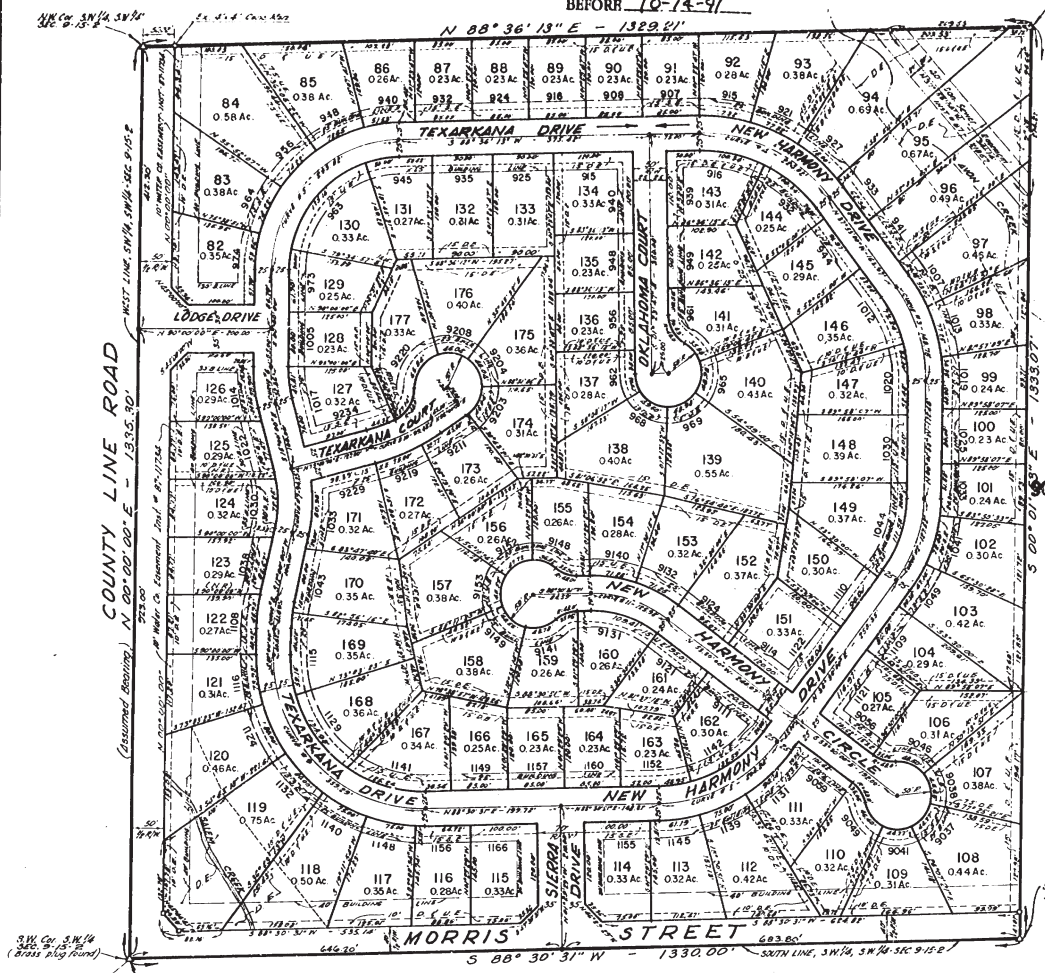
PROVIDE
 FINAL COMMITTEE
 METROPOLITAN DEVELOPMENT COMMISSION
 DIVISION OF DEVELOPMENT SERVICES
 MARION COUNTY, INDIANA
 December 21, 1990
 PROPER PUBLIC NOTICE OF THE
 HEARING HAS BEEN PUBLISHED
James E. Dorsch
W. J. ...
...



AVON CREEK ESTATES

SECTION FIVE 900132322

VOID UNLESS RECORDED
 BEFORE 10-14-91



COUNTY LINE ROAD
 (Assumed bearing) N 00° 00' 00" E - 133.35 00'
 (Assumed bearing) N 00° 00' 00" E - 133.35 00'

900132322

POINT OF BEGINNING

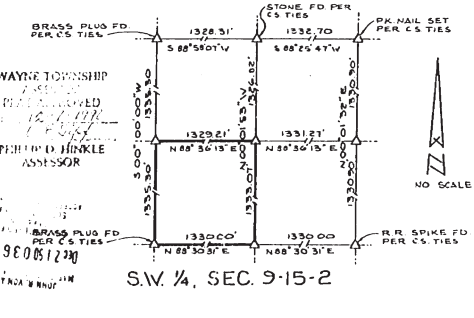
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2	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	3	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
3	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	4	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
4	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	5	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
5	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	6	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
6	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	7	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
7	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	8	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
8	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	9	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
9	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	10	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
10	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	11	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
11	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	12	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
12	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	13	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
13	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	14	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
14	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	15	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
15	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	16	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
16	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	17	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
17	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	18	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
18	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	19	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
19	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	20	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
20	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	21	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
21	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	22	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
22	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	23	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
23	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	24	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
24	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	25	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
25	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	26	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
26	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	27	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
27	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	28	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
28	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	29	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E
29	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E	30	17°00'00"	30.00	30.00	30.00	30.00	N85°30'15"E

NOTES ON MONUMENTS & MARKERS

- denotes 4"x4"x36" long precast concrete monument w/ cast cross in top, to be set vertically 1/2 inch within grade
- denotes "copper nails" - 1/2" dia copper coated steel rod 48" long 1/4" dia. (square cap w/ cut "x" in top) to be set vertically over a 4"x4"x36" long steel rebar 1/2" dia flush with street surface

LEGEND

- D.E. - DRAINAGE EASEMENT
- U.E. - UTILITY EASEMENT
- N.R. - NON-RADIAL
- R. - RADIAL
- B.L. - BUILDING LINE
- S.E. - SEWER EASEMENT



This instrument prepared by James E. Dorsch, President of PAUL I. CRINE, INC.

SHEET 1 of 3

90132322

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I, the undersigned, hereby certify that the within plat is true and correct to the best of my professional knowledge and belief and represents a survey prepared under my direct supervision of the Southwest Quarter of the Southwest Quarter of Section 9, Township 19 North, Range 2 East, Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Quarter Section; thence North 00 degrees 00 minutes 00 seconds East (assured bearing) along the West line of said Quarter Section 1355.50 feet to the Northeast corner of the said Quarter Quarter Section; thence North 88 degrees 36 minutes 13 seconds East 1329.21 feet to the Northeast corner of said Quarter Quarter Section; thence South 00 degrees 01 minutes 33 seconds East 1333.07 feet to the Southeast corner of said Quarter Quarter Section; thence South 88 degrees 30 minutes 31 seconds West along the South line of said Quarter Section 1350.00 feet to the place of beginning, containing 40.71 acres more or less.

This subdivision consists of 96 lots, numbered 82 thru 177 both inclusive. The size of the lots and widths of streets are shown in figures denoting feet and decimal parts thereof.

This survey was made under my supervision during the month of March, 1991.

Witness my signature this 3rd day of December, 1990.

James E. Dankert, RLS 74028



The undersigned, Donald E. Lambert and Dorothy L. Lambert, husband and wife, owners of the above-described real estate, do hereby layoff, plat and subdivide the same into lots and streets in accordance with the within plat.

The within plat shall be known and designated as "AVON CREEK ESTATES - SECTION FIVE," an addition in Marion County, Indiana.

- A. The streets shown and not heretofore dedicated are hereby dedicated to the public for its use.
B. All numbered lots in this addition shall be designated as residential lots. Only one single family dwelling with accessory building and not exceeding two stories in height may be erected or maintained on each lot.
C. Front and side building lines are established as shown on this plat between which lines and the property lines of the street no structure shall be erected or maintained.
D. No one story house shall be erected on any lot in this addition having a ground floor area of less than 1500 square feet and no one and one-half story houses or two story houses will have less than 1800 square feet, exclusive of open porches, garages or basements.
E. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this addition.
F. All lots shall be accessed from the interior streets of this subdivision. No direct vehicular access shall be permitted from Morris Street to the lots bordering thereon; nor from County Line Road to the lots bordering thereon.
G. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or birds.
H. There are strips of ground as shown on the within plat marked "Drainage Easement" and/or "Utility Easements" which are hereby reserved for the use of public utility companies, not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains.
I. Any building once approved and under construction must be completed within one (1) year from the time construction was started.
J. Architectural design and environmental controls: No building, fence, wall or other structure shall be erected, placed and altered on any building plot in this subdivision until the building plans, specification and plot plan, showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an architectural and environmental control committee.
K. A utility building may be constructed on each lot, if approved by the architectural and environmental control committee.
L. No vehicle shall be allowed to park on any street within said subdivision except for a reasonable length of time when the vehicle is being used for delivery or pickup purposes.
M. Recreational vehicles, boats and nonused or nonoperational vehicles, shall be kept in either the dwelling's garage, basement or utility building.
N. 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 neighborhood.
O. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers.
P. Each driveway shall be paved with either a concrete or asphalt surface within one (1) year after completion of the home which it serves.
Q. Storage tanks, oil or gas storage tanks shall be buried.

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