

Covenants

For

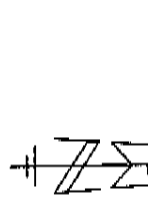
Ashton Section One

13 pages

NO separate CCR's -

Hamilton County

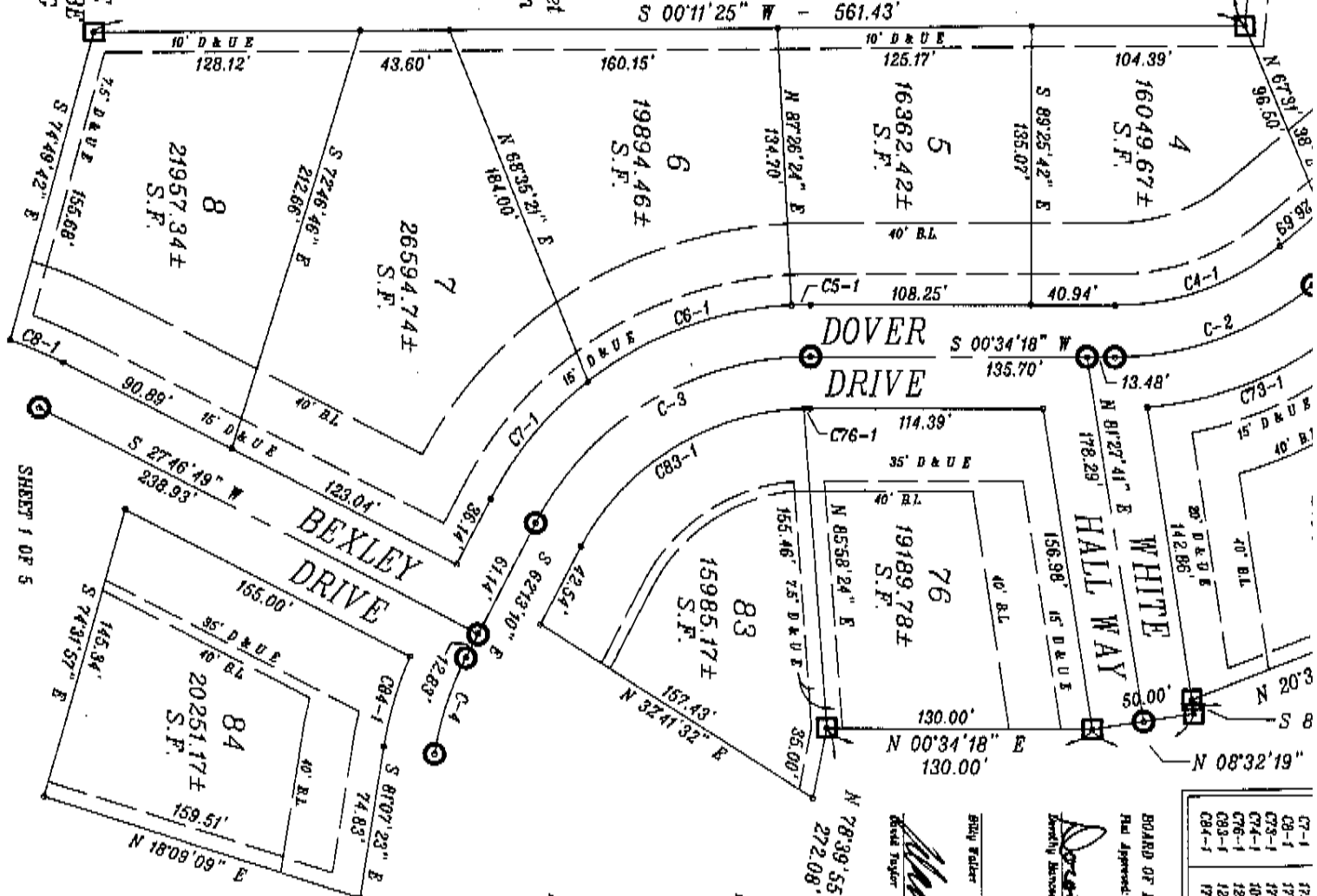
Instrument No. **9100973**
P.C. No. **151**
Slide No. **151**
RECEIVED FULL RECORD
JUN 10 91
Shawn H. DeWitt
HAMILTON COUNTY RECORDER



0 15 30 60 120
GRAPHIC SCALE
SCALE: 1"=60'

NOTE: Property lines at all street intersections are rounded with an arc having a 26' radius. Dimensions shown are to the P.I. of the arc.

- LEGEND**
- BL BUILDING LINE
 - DRAINAGE & UTILITY EASEMENT
 - 5/8" REBAR SET
 - COPPERWELD SET
 - 4" X 4" X 36" CONCRETE MONUMENT SET (70 BE SET IN FIELD DURING CONSTRUCTION)



BOARD OF PUBLIC WORKS
Full Approval: **12-17-90**

C7-1	176.00'	75.15'	74.58'	N 49°55'02" W	24°36'18"	38.16'
C8-1	176.00'	27.77'	27.74'	N 23°14'04" E	09°05'30"	13.57'
C73-1	176.00'	107.39'	105.71'	S 22°09'56" E	35°09'33"	55.14'
C74-1	100.00'	70.10'	68.67'	S 19°39'52" E	40°09'42"	36.56'
C76-1	125.00'	3.21'	3.21'	N 00°09'50" W	07°28'24"	1.67'
C83-1	125.00'	132.78'	127.46'	S 37°33'38" E	67°19'05"	74.10'
C84-1	175.00'	45.58'	45.43'	N 73°39'56" W	14°54'57"	22.91'

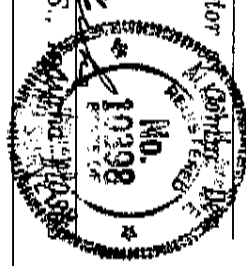
By Order: *Shawn H. DeWitt*
Record Taylor

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

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

Wesley G. Bucher
Wesley G. Bucher, Director

Allan H. Weine
Allan H. Weine, Reg. L.S.



JUN 10 91

ASHTON

Section One

Secondary Plat

Submission Date: March 16, 1990

BOARD OF PUBLIC WORKS
Plat Approved: 12-17-90

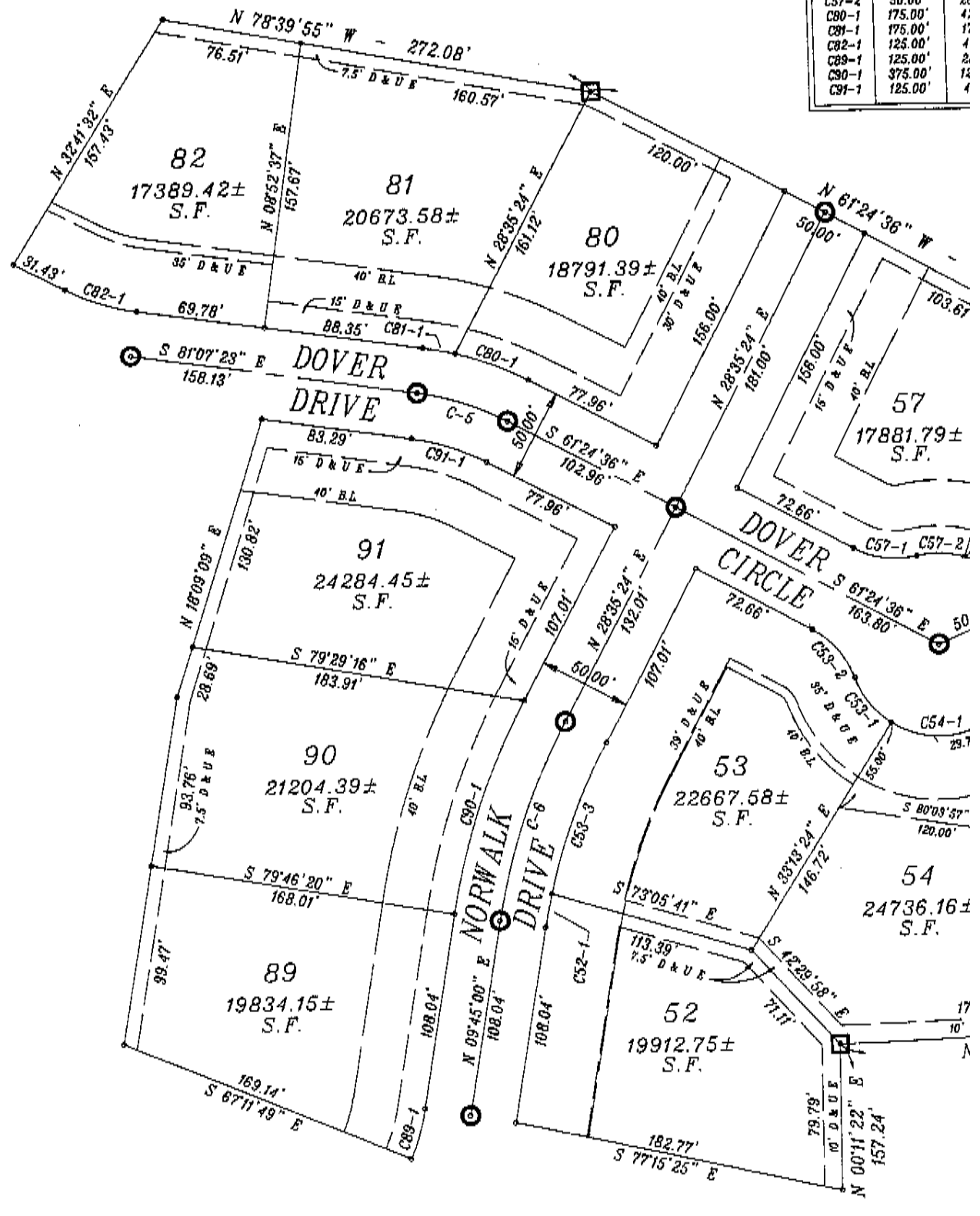
Dorothy Hancock
Dorothy Hancock, Mayor

Billy Walker

David Taylor
David Taylor

CENT		
CURVE	RADIUS	LEN
C-5	150.00'	51.
C-6	350.00'	115.

CURVE	RADIUS	LEN
C52-1	325.00'	18
C53-1	50.00'	32
C53-2	50.00'	36
C53-1	325.00'	81
C54-1	50.00'	54
C55-1	50.00'	51
C56-1	50.00'	51
C57-1	50.00'	31
C57-2	50.00'	21
C80-1	175.00'	4.
C81-1	175.00'	1.
C82-1	125.00'	4
C89-1	125.00'	2.
C90-1	375.00'	14
C91-1	125.00'	4



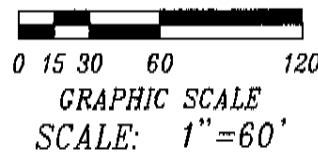
7.90
Concord

John

CENTERLINE CURVE DATA						
CURVE	RADIUS	LENGTH	CHORD	CHORD DIR.	DELTA	TGNT.
C-5	150.00'	51.61'	51.35'	S 71°16'00" E	19°42'47"	86.06'
C-6	350.00'	115.09'	114.57'	N 19°10'12" E	18°50'24"	58.07'

LOT CURVE DATA						
CURVE	RADIUS	LENGTH	CHORD	CHORD DIR.	DELTA	TGNT.
C52-1	325.00'	18.76'	18.76'	S 17°24'13" W	05°18'28"	9.38'
C53-1	50.00'	32.09'	31.55'	N 38°23'19" W	36°46'34"	16.62'
C53-2	50.00'	36.14'	35.36'	N 40°42'19" W	47°24'35"	18.90'
C53-3	325.00'	88.10'	87.83'	S 20°49'26" W	15°31'56"	44.32'
C54-1	50.00'	54.48'	51.82'	N 87°59'26" W	82°25'39"	30.30'
C55-1	50.00'	58.01'	54.81'	S 27°33'32" W	66°28'25"	32.76'
C56-1	50.00'	58.24'	55.00'	S 39°02'42" E	66°44'03"	32.93'
C57-1	50.00'	36.14'	35.36'	S 82°06'54" E	47°24'36"	18.90'
C57-2	50.00'	26.54'	26.23'	S 87°36'57" E	30°24'28"	13.59'
C80-1	175.00'	42.46'	42.35'	S 68°21'37" E	13°54'01"	21.33'
C81-1	175.00'	17.75'	17.75'	S 78°13'00" E	05°48'46"	8.88'
C82-1	125.00'	41.24'	41.05'	S 91°40'17" E	18°54'13"	20.81'
C89-1	125.00'	28.48'	28.42'	N 16°16'35" E	13°09'11"	14.30'
C90-1	375.00'	123.31'	122.75'	N 19°10'12" E	18°50'23"	62.21'
C91-1	125.00'	43.01'	42.80'	N 71°16'00" W	19°42'47"	21.72'

Instrument No. 9100973
 P.C. No. 1 Slide No. 131
 RECEIVED FOR RECORD
 JUN 10 91
Sharon K. Cherry
 HAMILTON COUNTY RECORDER



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.

LEGEND

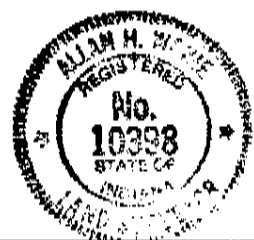
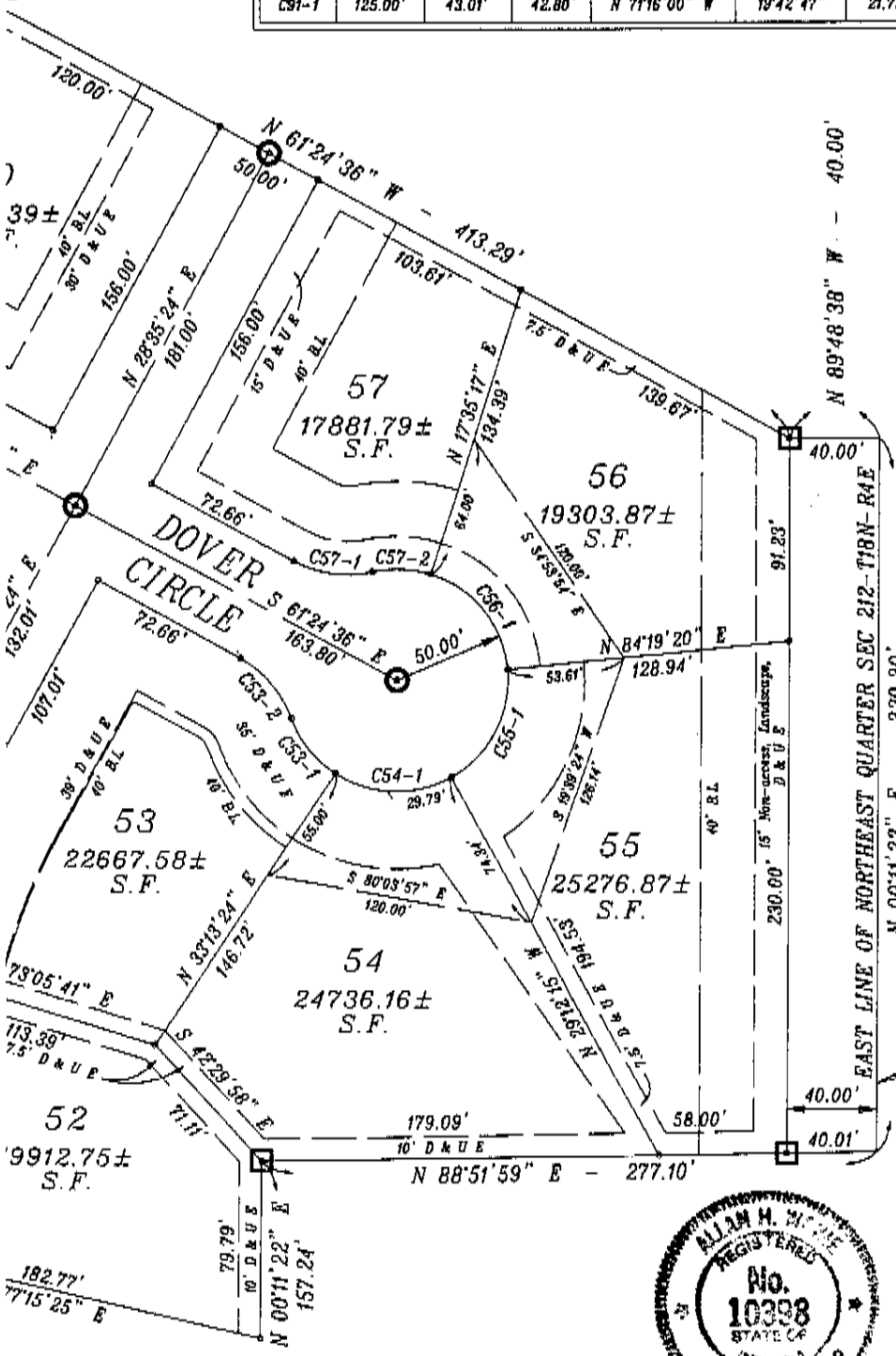
- BL BUILDING LINE
- D & U E DRAINAGE & UTILITY EASEMENT
- 5/8" REBAR SET
- ⊙ COPPERWELD SET
- ⊠ 4" X 4" X 36" CONCRETE MONUMENT SET (TO BE SET IN FIELD DURING CONSTRUCTION)

PREPARED FOR:
 SAFCO DEVELOPMENT CORP.
 12220 North Meridian St., Suite 155
 Carmel, Indiana 46032
 Telephone: (317) 843-1309

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

Wesley G. Bucher
 Wesley G. Bucher, Director of Comm. Dev.

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



CENTERLINE CURVE DATA						
CURVE	RADIUS	LENGTH	CHORD	CHORD DIR.	DELTA	PCNT.
C-7	150.00'	153.36'	146.69'	N 39°00'06" E	56°30'11"	84.01'
C-8	150.00'	58.20'	55.87'	N 78°59'11" E	27°27'58"	28.43'
C-9	200.00'	17.47'	17.47'	S 87°12'59" W	05°00'21"	8.74'
C-10	150.00'	69.50'	68.68'	S 78°23'08" W	26°23'08"	35.28'
C-15	150.00'	73.48'	72.73'	S 13°45'00" W	28°03'40"	37.18'

LOT CURVE DATA						
CURVE	RADIUS	LENGTH	CHORD	CHORD DIR.	DELTA	PCNT.
C9-1	175.00'	57.94'	57.67'	N 08°12'14" E	18°58'10"	28.24'
C47-1	125.00'	57.75'	57.23'	N 78°29'08" E	26°28'08"	29.40'
C48-1	175.00'	65.68'	65.08'	S 78°59'10" W	33°17'	33.17'
C50-1	175.00'	76.34'	75.74'	S 65°45'21" W	24°59'41"	38.79'
C85-1	125.00'	61.22'	60.81'	S 13°45'00" W	28°03'40"	31.24'
C87-1	125.00'	46.83'	46.58'	N 78°59'10" E	27°27'58"	23.68'
C88-1	125.00'	39.16'	38.58'	N 45°31'42" E	45°27'01"	52.35'
C92-1	175.00'	11.03'	11.03'	S 87°54'50" W	03°36'39"	5.52'
C93-1	175.00'	87.81'	87.39'	S 78°37'05" W	27°12'04"	34.34'
C94-1	175.00'	13.04'	13.03'	S 65°23'03" W	0°16'04"	6.52'

BOARD OF PUBLIC WORKS, Plat Approved: 12-17-90

Dorothy Hancock
Dorothy Hancock, Mayor
Billy Walker
Billy Walker
David Taylor
David Taylor

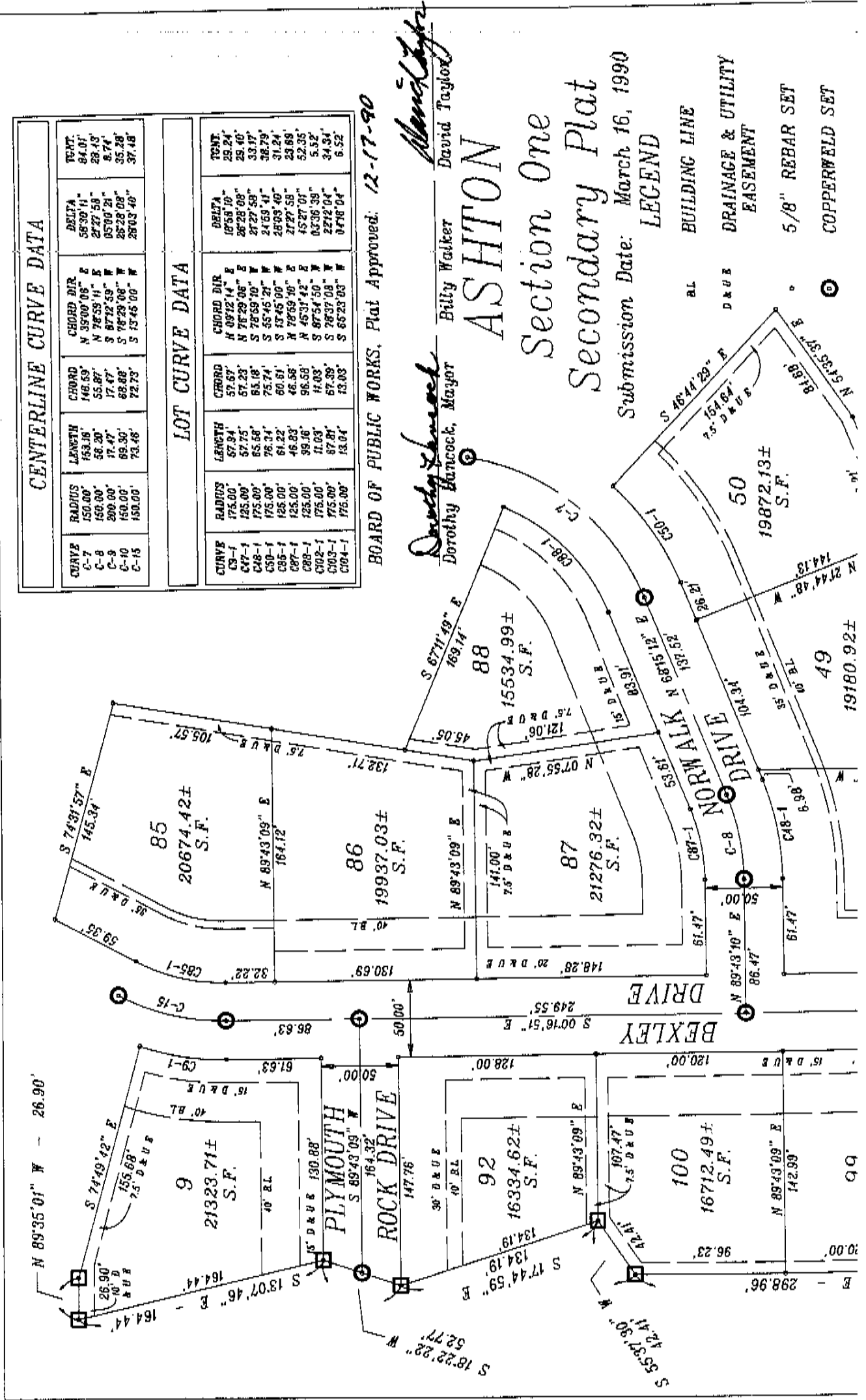
ASHTON

Section One Secondary Plat

Submission Date: March 16, 1990

LEGEND

- BL BUILDING LINE
- D & U DRAINAGE & UTILITY EASEMENT
- 5/8" REBAR SET
- COPPERWELD SET



Secondary Plat

Submission Date: March 16, 1990
LEGEND

- BL BUILDING LINE
- D & U DRAINAGE & UTILITY EASEMENT
- 5/8" REBAR SET
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- 4" X 4" X 36" CONCRETE MONUMENT SET (TO BE SET IN FIELD DURING CONSTRUCTION)

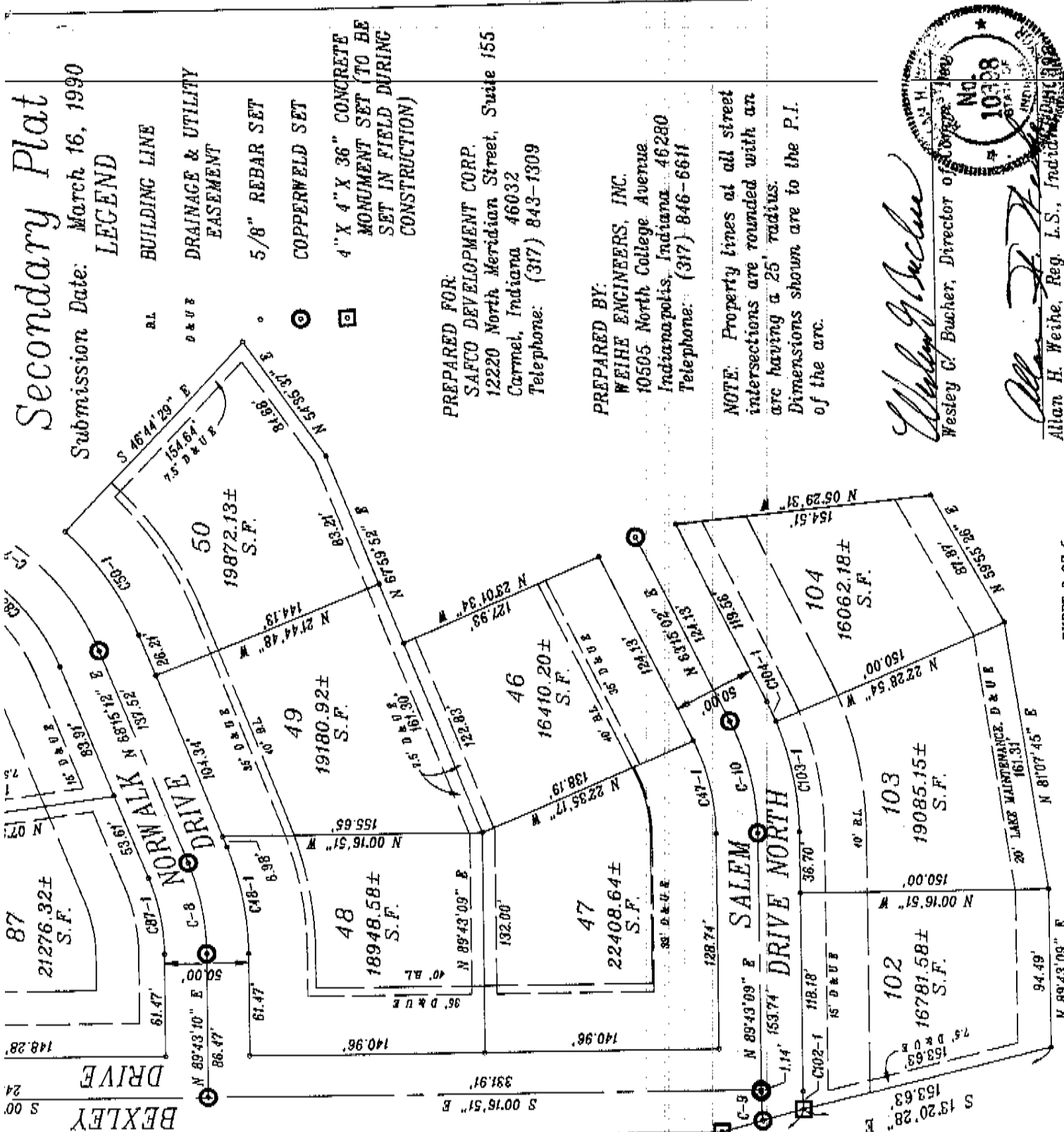
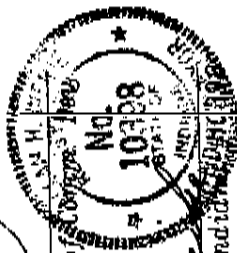
PREPARED FOR:
SAFCO DEVELOPMENT CORP.
12220 North Meridian Street, Suite 155
Carmel, Indiana 46032
Telephone: (317) 843-1309

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

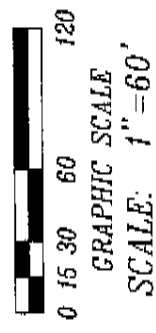
NOTE: Property lines at all street intersections are rounded with an arc having a 25' radius. Dimensions shown are to the P.I. of the arc.

Wesley G. Bucher
Wesley G. Bucher, Director of Construction

Allan H. Weihe
Allan H. Weihe, Reg. L.S., Indiana



Instrument No. 9100973
P.C. No. 2:30 PM
RECEIVED & FILED
JUN 10 91
Shawn H. Clark
HAMILTON COUNTY RECORDER



Instrument No. 9100973
P.C. No. 1 Slide No. 151

2:30 PM
RECEIVED PL. RECORDS
JUN 10 91

Sharon H. Cherry
HAMILTON COUNTY RECORDER



GRAPHIC SCALE
SCALE: 1"=60'

PREPARED FOR:
SAFCO DEVELOPMENT CORP.
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Telephone: (317) 846-6611

1 FCFND

CENTERLINE CURVE DATA						
CURVE	RADIUS	LENGTH	CHORD	CHORD DIR.	DELTA	TANG.
C-11	150.00'	151.81'	145.41'	N 87°45'22" W	57°59'13"	83.12'
C-12	150.00'	22.98'	22.54'	N 54°27'11" W	08°37'07"	11.70'
C-13	150.00'	131.77'	127.58'	N 24°58'38" W	50°28'00"	70.48'
C-14	150.00'	154.34'	147.62'	N 80°42'49" E	58°57'07"	84.78'

LOT CURVE DATA						
CURVE	RADIUS	LENGTH	CHORD	CHORD DIR.	DELTA	TANG.
C28-1	175.00'	42.54'	42.44'	S 05°48'29" E	13°55'44"	21.36'
C39-1	175.00'	103.78'	102.27'	S 30°43'49" E	37°58'41"	53.47'
C40-1	100.00'	192.89'	98.41'	S 80°42'48" W	58°57'07"	56.52'
C40-2	175.00'	1.24'	1.24'	S 50°20'46" E	00°24'20"	0.62'
C40-3	175.00'	7.41'	7.41'	S 48°55'49" E	02°25'35"	3.71'
C42-1	175.00'	0.81'	0.81'	S 89°58'37" E	00°35'59"	0.41'
C43-1	175.00'	106.88'	105.04'	N 72°27'32" E	34°55'41"	55.06'
C43-2	175.00'	72.56'	72.04'	N 43°08'58" E	23°45'28"	36.81'
C44-1	175.00'	147.28'	147.28'	N 88°08'15" E	49°48'28"	61.18'
C45-1	175.00'	152.03'	147.28'	S 20°30'15" W	37°30'30"	52.68'
C45-2	175.00'	102.35'	100.89'	N 83°26'48" E	66°38'21"	82.12'
C46-1	125.00'	145.31'	137.29'	N 38°40'49" W	27°55'38"	25.95'
C46-2	125.00'	56.02'	49.89'	N 13°30'49" W	27°24'22"	30.48'
C47-1	125.00'	59.79'	49.89'	N 13°30'49" W	27°24'22"	30.48'

ASHTON

Section One

Secondary Plat

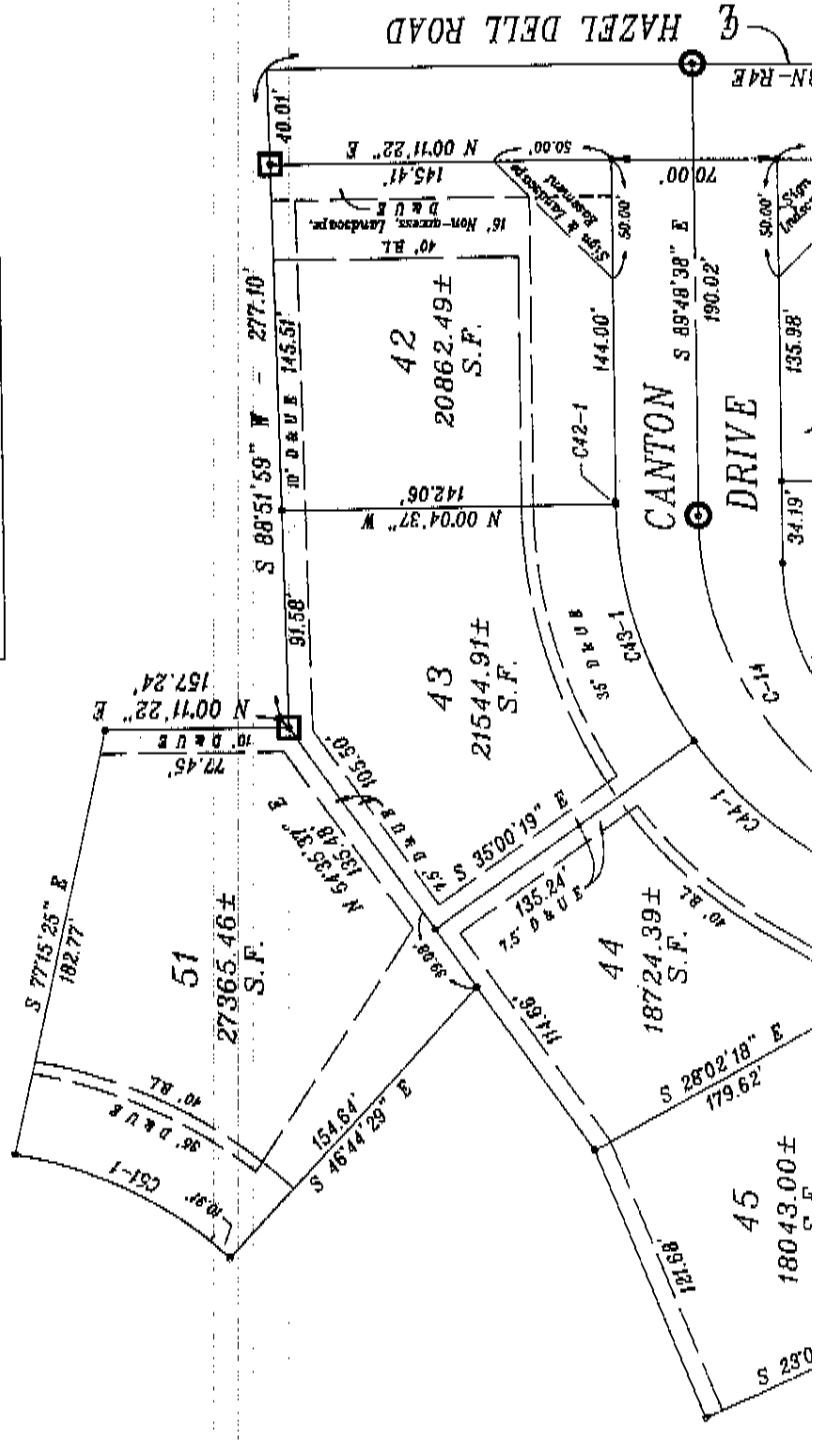
Submission Date: March 16, 1990

BOARD OF PUBLIC WORKS
Plat Approved: 12-17-90

David Taylor
David Taylor

Billy Walker
Billy Walker

Dorothy Hancock
Dorothy Hancock
Mayor



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

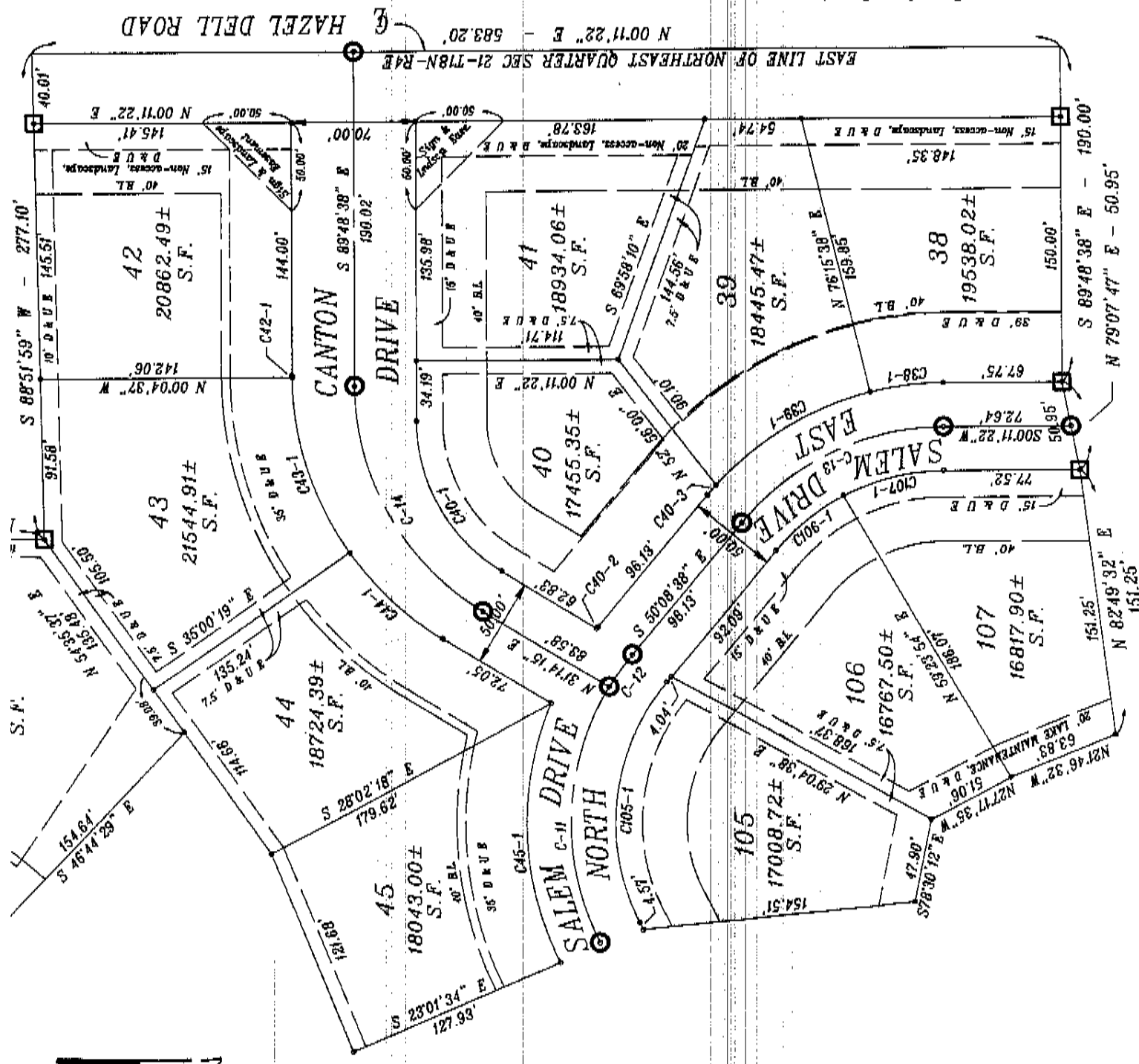
PREPARED BY:
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 Indianapolis, Indiana 46280
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LEGEND

- BL BUILDING LINE
- D & U 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.

Wesley C. Bucher
 Wesley C. Bucher, Director of Control & Dev.
 10398
 STATE OF INDIANA
 COUNTY OF HAMILTON
 No. 10398
Allan H. Weihe
 Allan H. Weihe, Reg. L.S., Indiana #0398

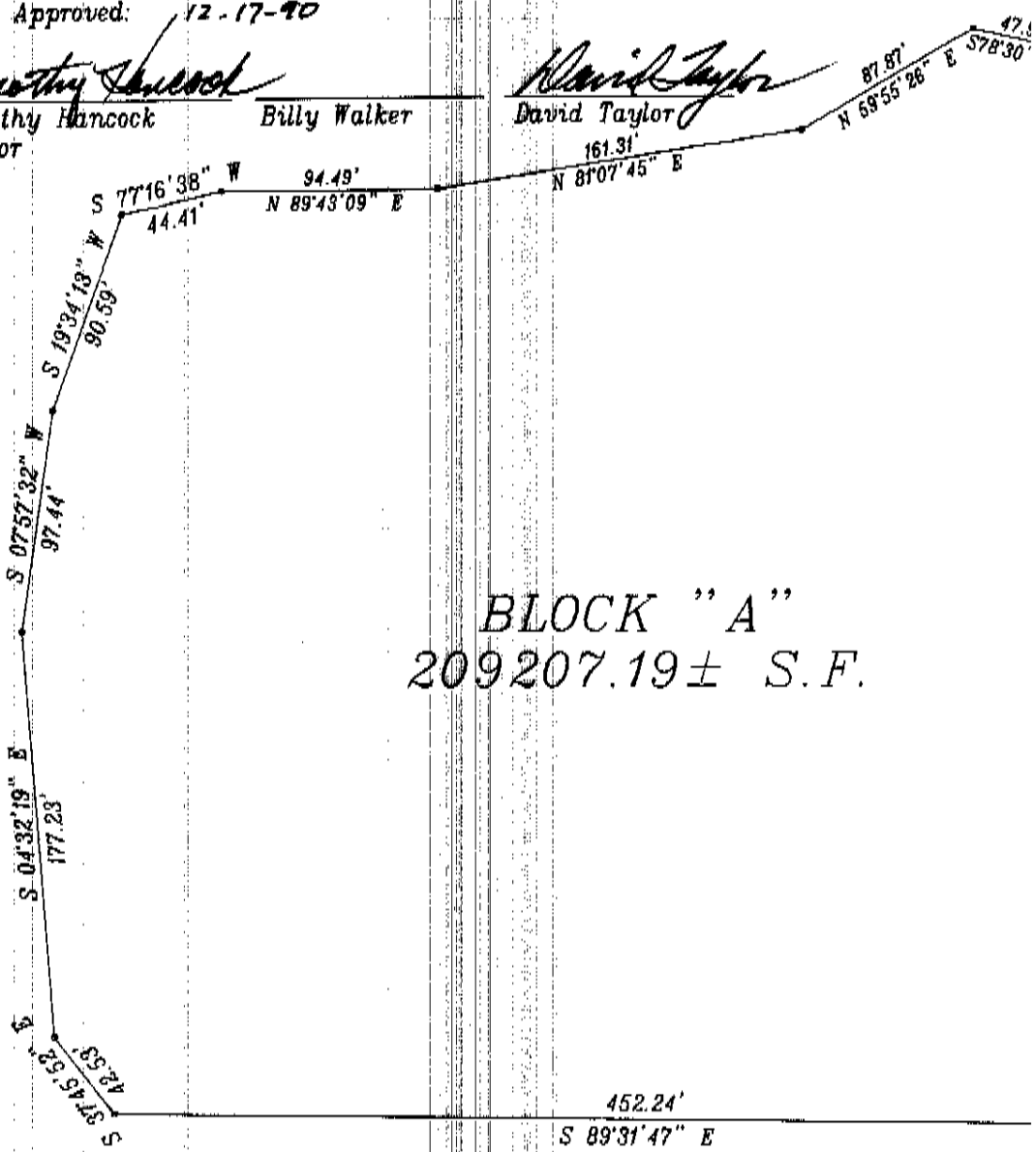


BOARD OF PUBLIC WORKS
Plat Approved: 12-17-90

Dorothy Hancock
Dorothy Hancock
Mayor

Billy Walker

David Taylor
David Taylor



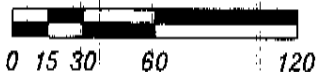
BLOCK "A"
209207.19 ± S.F.

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

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LEGEN

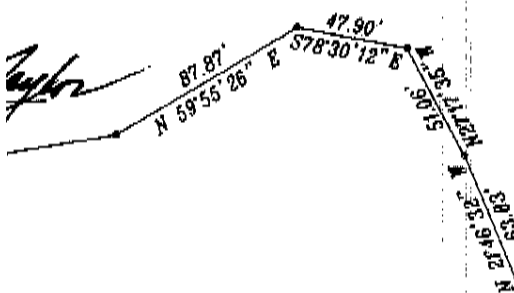
- BL BUILDING
- D & U R DRAINAGE EASEMENT
- 5/8" REB
- ⊙ COPPERWE
- ⊠ 4" X 4" X MONUMENT SET IN CONSTRUCTION



GRAPHIC SCALE
SCALE: 1"=60'

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.

Wesley G. Bucher
Wesley G. Bucher, Director



Instrument No. 9100973
 P.C. No. 1 Slide No. 51

2:30 P.M.

RECEIVED FOR RECORD

JUN 10 91

Sharon H. Cherry
 HAMILTON COUNTY RECORDER

ASHTON

Section One

Secondary Plat

Submission Date: March 16, 1990

"A"
 ± S.F.

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 Northeast Quarter of Section 21, Township 18 North, Range 4 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 21, Township 18 North, Range 4 East, Clay Township, Hamilton County, Indiana; thence North 89 degrees 36 minutes 01 seconds West (assumed bearing) on the North line of said Northeast Quarter 1162.38 feet to a point located South 89 degrees 35 minutes 01 second East 179.16 feet from the Northwest corner of the East Half of said Northeast Quarter, said point being the point of beginning for the tract herein described; thence South 02 degrees 19 minutes 13 seconds East 383.12 feet; thence South 84 degrees 10 minutes 52 seconds East 136.38 feet; thence South 00 degrees 11 minutes 25 seconds West 561.43 feet; thence North 89 degrees 35 minutes 01 seconds West 26.90 feet; thence South 13 degrees 07 minutes 46 seconds East 184.44 feet; thence South 18 degrees 22 minutes 22 seconds West 52.77 feet; thence South 17 degrees 44 minutes 59 seconds East 134.19 feet; thence South 55 degrees 37 minutes 30 seconds West 42.41 feet; thence South 00 degrees 02 minutes 43 seconds East 298.96 feet; thence South 60 degrees 35 minutes 27 seconds East 165.55 feet; thence South 14 degrees 56 minutes 20 seconds East 50.73 feet; thence South 13 degrees 20 minutes 28 seconds East 153.63 feet; thence South 77 degrees 16 minutes 38 seconds West 44.41 feet; thence South 19 degrees 34 minutes 13 seconds West 90.59 feet; thence South 07 degrees 57 minutes 32 seconds East 87.44 feet; thence South 04 degrees 32 minutes 19 seconds East 177.23 feet; thence South 37 degrees 45 minutes 52 seconds East 42.53 feet; thence South 89 degrees 31 minutes 47 seconds East 452.24 feet; thence North 32 degrees 01 minutes 52 seconds East 33.37 feet; thence North 00 degrees 11 minutes 22 seconds East 332.54 feet; thence North 82 degrees 49 minutes 32 seconds East 151.25 feet; thence North 79 degrees 07 minutes 47 seconds East 50.95 feet; thence South 89 degrees 48 minutes 36 seconds East 190.00 feet to the East line of said Northeast Quarter; thence North 00 degrees 11 minutes 22 seconds East on the East line of said Northeast Quarter 583.20 feet to the Southeast corner of the Real Estate described in Deed Book 362, Page 141 in the Office of the Recorder of Hamilton County, Indiana; thence South 88 degrees 51 minutes 59 seconds West (this and the next course are on the perimeter of the Real Estate described in Deed Book 362, Page 141 in said Office) 277.10 feet; thence North 00 degrees 11 minutes 22 seconds East 157.24 feet; thence North 88 degrees 51 minutes 59 seconds East 277.10 feet to the East line of said Northeast Quarter; thence North 00 degrees 11 minutes 22 seconds East on the East line of said Northeast Quarter 320.30 feet; thence North 88 degrees 48 minutes 36 seconds West 40.00 feet; thence North 61 degrees 24 minutes 36 seconds West 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 8.82 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; thence North 89 degrees 35 minutes 01 seconds West on the North line of said Northeast Quarter 392.54 feet to the point of beginning, containing 36.44 acres, more or less.

Subject to the right-of-way for Hazel Dell Road.

Subject to the right-of-way for 146th Street.

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

This subdivision consists of 56 lots, numbered 1-9, 38-57, 73-76, 80-92, 98-100 and 102-107, all inclusive, Block A, and streets as shown hereon. The size of the lots and Block and the width of the street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 29th day of August, 1990.

E

155

LEGEND

- B.L. BUILDING LINE
- 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)

Wesley G. Bucher

Wesley G. Bucher, Director of Comm. Dev.

Allan H. Weishe

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



The undersigned, SAFCO Development Corp., Richard Fisher, President, Robert E. White, Robert F. Bracken and Josephine H. Bracken, owners of the real estate shown and described herein, and Richard L. Fisher, as his interest appeared under a certain purchase agreement dated July 13, 1988 between Richard L. Fisher and Robert F. Bracken and Josephine H. Bracken regarding certain portions of the real estate described herein, do hereby certify that they have laid off, platted and subdivided and do hereby lay off, plat and subdivide, said real estate in accordance with the within plot. 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 ONE subdivision in Hamilton County, Indiana. All streets shown and not heretofore dedicated are hereby dedicated to the public.

There shall be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "ASHTON Homeowners Association, Inc." which shall be referred to as the Association. All lot owners within ASHTON SECTION ONE Subdivision shall be members of the Association. (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 Development Corp., 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 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 landscaping easements and all improvements and plantings thereon, and the maintenance costs thereof shall be assessed as a General Assessment against all lots subject to assessment. Grass, trees, shrubs and other plantings located on an entryway or a landscaping easement shall be kept neatly cut, cultivated or trimmed as reasonable required to maintain an attractive entrance to ASHTON SECTION ONE or a part thereof or a planting area within ASHTON SECTION ONE. All entrance signs located on an entryway and all entryway lighting shall be maintained at all times in good working 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 Landscaping 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 Landscaping Easements. Above ground pools shall be prohibited.

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. Rainfall 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, mobile 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 or services performed pursuant to this covenant. Upon termination of Class Membership the Homeowners Association shall appoint an Architectural Committee.

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

Outlets for 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 plastic 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 mailbox and mail box 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 appeal future zoning changes and special permits necessary to complete the Master Plans of ASHLOW SECTION TWO and ASHLOW SECTION THREE.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then the Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

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

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

OWNER AND SUBDIVIDER - SARCO Development Corp., 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 SARCO 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 20 day of October 1960. Notary Public W. C. Williams
My Commission Expires 1/16/1992 County of Hamilton State of Indiana

OWNER AND SUBDIVIDER - Robert P. White

By: Robert P. White Robert P. White

State of Indiana) ss: County of Hamilton) Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert P. White 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 17 day of September 1960. Notary Public W. C. Williams
My Commission Expires 1/16/1992 County of Hamilton State of Indiana

OWNER AND SUBDIVIDER - Richard S. Fisher

By: Richard S. Fisher Richard S. Fisher

State of Indiana) ss: County of Hamilton) Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Richard S. Fisher 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 20 day of October 1960. Notary Public W. C. Williams
My Commission Expires 1/16/1992 County of Hamilton State of Indiana

Instrument No. 9100973
P.C. No. 1 Slide No. 2:30 P.M.
JAN 10 91
HAMILTON COUNTY RECORDER

(OWNER and CURATOR) Robert H. Becken and Josephine H. Becken

Robert H. Becken Robert H. Becken by Josephine H. Becken

State of Indiana)
Before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Robert H. Becken and Josephine H. Becken 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 7th day of September, 1990, Notary Public Joseph G. Roberts
My Commission Expires 1-24-1991 County of Residence Hamilton

UNDER AUTHORITY PROVIDED BY CHAPTER 128, ACT 107 OF 1979, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF, 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 May 1, 1990. CARMEL CITY PLAN COMMISSION

Wesley E. Barber Wesley E. Barber, 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 17th DAY OF DEC., 1990

Dorothy Hancock Dorothy Hancock - Mayor
Billy Walker Billy Walker

Wanda Taylor
David Taylor

This instrument prepared by SAFCO Development Corp

AT AN H. WEIRD, Reg. I S., INDIANA



Instrument No. 9100973
P.C. No. 1 Slide No. 151
2:30 P.M.

JAN 10 91
Shaaron H. Cherey
HAMILTON COUNTY RECORDER