The undersigned, EVERGREEN DEVELOPMENT CORPORATION, an Indiana corporation, owner of the real estate described in the plat of MISTY LAKE (the Real Estate) does hereby lay off, plat and subdivide the same in accordance with the plat and description. Misty Lake consists of 83 lots numbered 1-83 inclusive. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat.

1. The foregoing plat shall be known and designated as Misty Lake.

2. All numbered lots in this subdivision are reserved for residential purposes only.

3. There are front and rear building lines as shown on the plat and no structure or part thereof shall be erected or maintained between such building lines and the property lines of the lot except, however, along the rear of lots 10, 11, 12, 14, 16, 17, 18, 21, 22, 23, 26, 27, 28, 31, 32, 33, 36, 37, 41, 42, 43, 46, 47, the minimum setback for accessory buildings and pools shall be 20 feet while the minimum setback for homes on such lots shall be 40 feet.

4. The following additional development standards shall be applicable to and control the improvement and development of any lot within the Real Estate:

   (a) Minimum side yards shall be maintained as to each lot which total an aggregate of 16 feet, and no side yard shall be less than 6 feet;

   (b) No single-family residence, attached garage or other necessary structure of any kind shall be moved onto any lot and all materials incorporated into the construction thereof shall be new. The exterior of each single-family residence constructed on any lot shall be brick, cedar, stone, redwood, spruce, fir, pine or a combination thereof, and as to single-family residences constructed on lots contiguous to the south boundary of the Real Estate and adjacent to North Willow Farms Subdivision, the above-described materials, or combination thereof, utilized on the front, sides and rear exterior thereof, shall be of the same kind or shall be used in substantially the same proportion (except to the extent windows and doors require otherwise), so that the appearance of the front, sides and rear of each such single-family residence are substantially similar. Further, on lots numbered 10, 11, 12, 14, 16, 17, 18, 21, 22, 23, 26, 27, 28, 31, 32, 33, 36 and 37, at least 30% of the exterior thereof on the front and rear shall be brick or stone.

   (c) Every single-family residence, attached garage or other accessory structure permitted to be constructed on a lot within the Real Estate shall be completed on the exterior, including at least one coat of paint, stain, varnish or preservative on any exterior wood surfaces, and the site graded, sodded or seeded and reasonably landscaped within one year from the date of the commencement of construction. During the period of construction, the lot shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to unreasonably accumulate thereon.
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(d) Any tank for the storage of fuel erected or placed on any lot within the Real Estate outside of any structure or building permitted by these commitments shall be concealed or otherwise located below the surface of the ground.

(e) Every single-family residence constructed on a lot shall have a minimum finish floor area, exclusive of open porches, basements and attached garages of 1,500 square feet in the case of a one-story structure and 1,800 square feet in the case of a structure of more than one story, and shall include as a part thereof an integrally designed attached garage for a minimum of two cars. No carports or other similar structures shall be constructed on any lot within the Real Estate.

5. No lot shall hereafter be subdivided into parcels for additional residential purposes.

6. No trailer, tent, garage or other out building erected in the subdivision shall be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.

7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. No trailer, shack, shed, tent or temporary building shall be used for temporary or permanent residence on any lot in this addition and any garage, tool shed or detached storage building erected or used accessory to a residence in this addition shall be of a permanent type construction and conform to the general architecture and appearance of such residence.

9. Any accessory buildings constructed on lots contiguous to the south boundary of the Real Estate shall be limited as follows: in height to 12 feet, in size to a maximum of 120 square feet, and in length to a maximum in an east-west direction of 10 lineal feet; and further, any accessory building
constructed shall have an asphalt shingle or wood shake roof and exterior walls of cedar, other similar wood siding or shall be made out of the same materials out of which the single-family residence on the same lot is constructed. Any accessory buildings on other lots within the Real Estate shall also be of a permanent type construction and conform to the general architecture and appearance of the single-family residence constructed on the same lot.

10. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between 2' and 6' feet above the street shall be placed or permitted to remain within the triangular area formed by the street, property lines and a line connecting points 25 feet from the intersection of said street lines. The same site line limitation shall apply to any lot within 10 feet from the intersection of the street line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of site lines.

11. No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. Existing mature trees on the Real Estate as determined by the Department of Metropolitan Development or its agent shall be preserved to the extent the removal thereof is not reasonably required in connection with the construction of necessary streets and utilities or single-family homes. No trees located in the south 20 feet of the 40 foot rear setback along the North Willow Farms Subdivision shall be removed except as is necessary for connection to the electric and telephone utilities or for construction of the fence along the property line.

13. All utility service to the Real Estate shall be extended underground, with only such installations above the ground as are required in accordance with the underground extension thereof. Nothing contained herein shall require removal of above ground utility service installations existing on the Real Estate as of the date of the execution of these commitments and installed prior to the development of the Real Estate.

14. No commercial use of the Real Estate shall be permitted, except to the extent reasonably required in the sale of single-family homes and signage for the marketing of such homes. Home occupations shall be limited to those which are incidental and conducted away from a platted lot within the Real Estate, or, to the extent more restrictive, by applicable ordinance or law.

15. There are strips of ground as shown on the plat marked drainage and/or utility easements which are reserved as easements for the use of the municipality in which this addition is located and public utility companies for the installation, maintenance, use, repair and removal of sewers, water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy of residential purposes of the houses to be erected on this addition.
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16. Streets as designated on the plat if not heretofore dedicated are hereby dedicated to the public.

17. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that express in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

18. The within covenants, limitations and restrictions shall run with the land and shall be binding on all parties and persons claiming under them. Such provisions shall be in full force and effect until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In addition to the restrictions contained in this plat the Real Estate contained in this plat is also subject to certain zoning commitments made in connection with the rezoning