

95018550

95 OCT 10 PM 2:44

ASHTON PARKE
RESTRICTIVE COVENANTS

THE UNDERSIGNED, ASHTON PARKE COMPANY, LLC BY ITS DULY AUTHORIZED REPRESENTATIVE, RICK W. FRENCH, MANAGER, OWNER OF THE ATTACHED DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE SAID REAL ESTATE DESCRIBED IN THE ATTACHED, IN ACCORDANCE WITH THE PLAT AND CERTIFICATE.

1. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "ASHTON PARKE SUBDIVISION" IN PLEASANT TOWNSHIP, JOHNSON COUNTY, INDIANA. ALL STREETS, ALLEYS, AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.
2. THE STREETS AND PUBLIC RIGHT-OF-WAYS SHOWN HEREON, SUBJECT TO CONSTRUCTION STANDARDS AND ACCEPTANCE, ARE HEREBY DEDICATED TO THE PUBLIC USE, TO BE OWNED AND MAINTAINED BY THE CITY OF GREENWOOD.
3. THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "DRAINAGE AND UTILITY EASEMENT" ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, LINES AND WIRES, DRAINAGE FACILITIES 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 THE PUBLIC UTILITIES, AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.
4. THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "SANITARY SEWER, DRAINAGE AND UTILITY EASEMENT" (S.S.D.&U.E.) ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER MAINS, POLES, DUCTS, LINES AND WIRES AND DRAINAGE FACILITIES. SAID STRIPS ARE ALSO RESERVED FOR THE CITY OF GREENWOOD FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER MAINS AND APPURTENANCES. 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 THE PUBLIC UTILITIES, AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.
5. THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "LAKE MAINTENANCE, DRAINAGE AND UTILITY EASEMENT" (L.M.D.&U.E.) ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER MAINS, POLES, DUCTS, LINES AND WIRES AND DRAINAGE FACILITIES. SAID STRIPS ARE ALSO RESERVED FOR THE ASHTON PARKE ASSOCIATION, INC, FOR THE PURPOSE OF MAINTENANCE OF THE LAKE FACILITIES WITHIN SAID EASEMENTS AS SPECIFIED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ASHTON PARKE ASSOCIATION. 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 THE PUBLIC UTILITIES, AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

6. THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "STORM DETENTION, DRAINAGE AND UTILITY EASEMENT" (S.D.D.&U.E.) ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER MAINS, POLES, DUCTS, LINES AND WIRES, STORM DETENTION AND DRAINAGE FACILITIES. 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 THE PUBLIC UTILITIES, AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.
7. ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENT WITHIN THIS SUBDIVISION SHALL BE PERPETUATED, AND ALL OWNERS OF LOTS IN THIS SUBDIVISION, THEIR SUCCESSORS AND ASSIGNS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1965.
8. DRAINAGE SWALES (DITCHES) ALONG DEDICATED ROADWAYS AND WITHIN THE RIGHT OF WAY AND ON DEDICATED EASEMENTS ARE NOT TO BE ALTERED, DUGOUT, FILLED IN, TILED OR OTHERWISE CHANGED WITHOUT THE WRITTEN PERMISSION OF THE GREENWOOD BOARD OF PUBLIC WORKS & SAFETY. PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SODDED GRASSWAYS OR OTHER NON-ERODING SURFACES. WATER FROM ROOFS OR PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT SAID DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY SUCH WATER. DRIVEWAYS MUST BE CONSTRUCTED OVER THESE SWALES OR DITCHES ONLY WHEN APPROPRIATE SIZED CULVERTS OR OTHER APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE B.P.W. & S.
9. ANY PROPERTY OWNER ALTERING, CHANGING OR FAILING TO MAINTAIN THESE DRAINAGE SWALES OR DITCHES WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN 10 DAYS NOTICE BY CERTIFIED MAIL TO REPAIR SAID DAMAGE, AFTER WHICH TIME, IF NO ACTION IS TAKEN, THE B.P.W. & S. WILL CAUSE SAID REPAIRS TO BE ACCOMPLISHED AND THE BILL FOR SAID REPAIRS WILL BE SENT TO THE AFFECTED PROPERTY OWNER FOR IMMEDIATE PAYMENT. FAILURE TO PAY WILL RESULT IN A LIEN AGAINST THE PROPERTY.
10. NO FENCE, WALL, HEDGE, TREE OR SHRUB PLANTING OR OTHER SIMILAR ITEM WHICH OBSTRUCTS SIGHT LINES AT AN ELEVATION BETWEEN 2.5 AND 8 FEET ABOVE THE STREET SHALL BE PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY A LINE CONNECTING POINTS 25 FEET FROM THE INTERSECTION OF SAID STREET LINES (25 FEET FOR MINOR STREETS AND 50 FEET FOR ARTERIAL STREETS) OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET RIGHT OF WAY LINES EXTENDED.

11. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET RIGHT OF WAY WITH THE EDGE OF A DRIVEWAY PAVEMENT OR ALLEY LINE. NO DRIVEWAY SHALL BE LOCATED WITHIN 40 FEET OF THE INTERSECTION OF TWO STREET CENTERLINES OR WITHIN 70 FEET FOR CORNER LOTS.
12. WHERE THE SANITARY DRAINAGE SYSTEM CAN DISCHARGE INTO THE SEWER BY GRAVITY FLOW, THE LOWEST FLOOR ELEVATION WHERE A PLUMBING FIXTURE OR FLOOR DRAIN IS INSTALLED MUST BE A MINIMUM OF 12 INCHES ABOVE THE TOP THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION. WHERE PART OF THE DRAINAGE SYSTEM CANNOT BE DISCHARGED TO THE SEWER BY GRAVITY FLOW, THIS PART OF THE SYSTEM SHALL BE DISCHARGED INTO A TIGHTLY COVERED AND VENTED SUMP FROM WHICH THE CONTENTS SHALL BE LIFTED AND DISCHARGED INTO THE BUILDING GRAVITY DRAINAGE SYSTEM A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION.
13. DEFINITIONS
 - (A) SIDELINE - MEANS A LOT BOUNDARY THAT EXTENDS FROM THE ROAD ON WHICH A LOT ABUTS TO THE REAR LINE OF SAID LOT.
 - (B) REAR LINE - MEANS THE LOT BOUNDARY LINE THAT IS FARTHEST FROM AND SUBSTANTIALLY PARALLEL TO THE ROAD ON WHICH THE LOT ABUTS, EXCEPT THAT ON CORNER LOTS, IT MAY BE DETERMINED FROM EITHER ABUTTING ROAD.
 - (C) FRONT YARDS - THE FRONT BUILDING SETBACKS SHALL BE TWENTY FIVE (25) FEET AS SET FORTH UPON THIS PLAT.
 - (D) SIDE YARDS - THE SIDE YARD SETBACK LINE SHALL NOT BE LESS THAN AN AGGREGATE OF SIXTEEN (16) FEET, HOWEVER, NO SIDE YARD SHALL BE LESS THAN EIGHT (8) FEET FROM THE SIDE LINES OF THE LOT.
 - (E) REAR YARDS - REAR YARD SETBACKS SHALL BE AT LEAST TWENTY (20) FEET FROM THE REAR LOT LINE.

ALL LOTS IN THIS SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS, WHICH SHALL RUN WITH THE LAND.

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES AND NO BUILDING SHALL BE ERECTED, ALTERED, OR PLACED ON ANY LOT, OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A PRIVATE ATTACHED GARAGE FOR NOT LESS THAN TWO (2) CARS OR MORE THAN THREE (3) CARS.
2. NO DWELLING SHALL BE PERMITTED ON ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY OPEN PORCHES AND GARAGES, SHALL BE NOT LESS THAN 1200 SQUARE FEET FOR A ONE STORY DWELLING, NOR LESS THAN 900 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.
3. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER THE SIDE STREET LINE THAN THE MINIMUM BUILDING SET-BACK LINES AS SHOWN ON THE RECORDED PLAT. NO BUILDING SHALL BE LOCATED NEARER THAN EIGHT (8) FEET TO A SIDE YARD LINE. NO BUILDING SHALL BE ERECTED CLOSER THAN 20

FEET TO THE REAR LOT LINE. UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE, AS TO USE, LOCATION AND HARMONIOUS DESIGN, NO GARAGE OR STORAGE BUILDING MAY BE CONSTRUCTED SEPARATE AND APART FROM THE MAIN DWELLING.

4. UPON THE TRANSFER OF OWNERSHIP OF ALL PLATTED LOTS, ASHTON PARKE COMPANY, LLC., WILL CAUSE TO BE INCORPORATED, UNDER THE LAWS OF THE STATE OF INDIANA, A NON-PROFIT CORPORATION, HEREINAFTER "ASSOCIATION", AS SUCH AGENCY FOR THE PURPOSE OF OWNERSHIP AND MAINTENANCE OF ALL COMMON AREAS AS DESIGNATED ON THE RECORDED PLAT, TO ASSUME THE RIGHTS AND DUTIES OF THE BUILDING COMMITTEE AS SPECIFIED IN THE RECORDED COVENANTS, AND ADMINISTER AND ENFORCE SAID COVENANTS, DISBURSING THE ASSESSMENTS AND CHARGES IMPOSED AND CREATED HEREBY AND HEREUNDER OR BY AND UNDER ANY OTHER AGREEMENT TO WHICH THE PROPERTY MAY AT ANY TIME BE SUBJECT, AND PROMOTING THE HEALTH, SAFETY & WELFARE OF THE OWNERS OF THE PROPERTY, AND ALL PARTS THEREOF AND THAT SAID ASSOCIATION SHALL HAVE THE POWER TO ESTABLISH BYLAWS, DULY RECORDED IN THE OFFICE OF THE RECORDER, JOHNSON COUNTY, INDIANA, ESTABLISHING PROCEDURES AND RULES FOR THE EFFICIENT EXECUTION OF THESE RECORDED COVENANTS. UPON INCORPORATION, ALL LOT OWNERS ARE AUTOMATICALLY AND IMMEDIATELY MEMBERS OF THE ASSOCIATION.
5. EACH OWNER OF A LOT BY ACCEPTANCE OF A DEED THERETO, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED, IS DEEMED TO COVENANT AND AGREE TO PAY ASSESSMENTS AS THE SAME BECOME DUE IN A MANNER HEREIN PROVIDED. ALL SUCH ASSESSMENTS, TOGETHER WITH THE INTERESTS THEREON AND COSTS OF COLLECTION THEREOF AS HEREIN PROVIDED, SHALL BE A CHARGE ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE LOT AGAINST WHICH EACH SUCH ASSESSMENT IS MADE UNTIL PAID IN FULL. SUCH ASSESSMENTS SHALL ALSO BE A PERSONAL OBLIGATION OF THE OWNER OF THE LOT AT THE TIME WHEN THE ASSESSMENT BECAME DUE AND PAYABLE. ANY ASSESSMENT NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DATE THE SAME BECAME DUE AND PAYABLE SHALL BEAR INTEREST FROM THE DUE DATE AT A PERCENTAGE RATE NOT GREATER THAN TWELVE PERCENT (12%) PER ANNUM. THE BUILDING COMMITTEE, OR ANY MEMBER THEREOF, SHALL BE ENTITLED TO INSTITUTE IN ANY COURT OF COMPETENT JURISDICTION SUCH PROCEDURES, AT LAW OR IN EQUITY, BY FORECLOSURE OR OTHERWISE, TO COLLECT THE DELINQUENT ASSESSMENT, PLUS ANY EXPENSES OR COSTS, INCLUDING ATTORNEY FEES, INCURRED BY THE BUILDING COMMITTEE. IF THE BUILDING COMMITTEE HAS PROVIDED FOR COLLECTION OF ANY ASSESSMENT IN INSTALLMENTS, UPON DEFAULT IN THE PAYMENT OF ANY ONE OR MORE INSTALLMENTS, THE BUILDING COMMITTEE MAY ACCELERATE PAYMENT AND DECLARE THE ENTIRE BALANCE OF SAID ASSESSMENT DUE AND PAYABLE IN FULL. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY ABANDONMENT OF HIS LOT OR OTHERWISE. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY RECORDED FIRST MORTGAGE COVERING SUCH LOT AND TO ANY VALID TAX OR SPECIAL ASSESSMENT LIEN ON SUCH LOT IN FAVOR OF ANY GOVERNMENTAL TAXING OR ASSESSING AUTHORITY. SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE, OR ANY PROCEEDING IN LIEU THEREOF, SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS WHICH

BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF. THE BUILDING COMMITTEE SHALL, UPON DEMAND, AT ANY TIME, FURNISH A CERTIFICATE IN WRITING SIGNED BY A MEMBER OF THE BUILDING COMMITTEE, THAT THE ASSESSMENTS ON A LOT HAVE BEEN PAID, OR THAT CERTAIN ASSESSMENTS REMAIN UNPAID, AS THE CASE MAY BE. SUCH CERTIFICATES SHALL BE CONCLUSIVE EVIDENCE OF PENNANT OF ANY ASSESSMENT THEREIN STATED TO HAVE BEEN PAID. ANY EASEMENT GRANTED HEREIN OR ANY PROPERTY SHOWN ON THE WITHIN EASEMENT GRANTED HEREIN OR PROPERTY SHOWN ON THE WITHIN PLAT AS DEDICATED AND INTENDED FOR ACCEPTANCE BY THE LOCAL PUBLIC AUTHORITY AND DEVOTED FOR PUBLIC USE SHALL BE EXEMPT FROM THE ASSESSMENTS, CHARGE AND LIEN CREATED HEREIN.

6. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLAN AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO THE QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITHIN EXISTING STRUCTURE, EXTERIOR PAINT AND ROOF COLORS, AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. NO FENCE OR WALL OR MAILBOX AND POST SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT UNLESS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. APPROVAL SHALL BE AS PROVIDED IN PART 7 HEREOF. NO FENCES OR STRUCTURES OF ANY NATURE WILL BE ERECTED UPON ANY LOT WITHIN THIS PLAT WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE. NO BUILDING ADDITIONS OR REMODELING INVOLVING EXTERIOR CHANGES OR ADDITIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.
7. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF THREE (3) MEMBERS, APPOINTED BY THE DEVELOPER. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE NOR ITS DESIGNATED REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. AT ANY TIME, THE THEN RECORDED OWNERS OF NINETY (90) PERCENT OF THE LOTS, INCLUDING THE DEVELOPER, SHALL HAVE THE POWER THROUGH A DULY RECORDED WRITTEN INSTRUMENT TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR RESTORE TO IT ANY OF ITS POWER AND DUTIES.
8. THE ARCHITECTURAL CONTROL COMMITTEE'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE FAILS TO APPROVE OR DISAPPROVE THE PLANS AS REQUIRED HEREIN WITHIN TEN (10) DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED

AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

9. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
10. NO ACCESSORY BUILDING OR TEMPORARY STRUCTURE OF ANY NATURE WHATSOEVER SHALL BE PERMITTED ON ANY LOT WITHIN THIS PLAT. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, EASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUT-BUILDING SHALL BE PERMITTED ON ANY LOT OR USED ON ANY LOT AT ANY TIME AS RESIDENCE--EITHER TEMPORARILY OR PERMANENTLY. THE EXTERIOR SURFACE OF ALL BUILDINGS SHALL HAVE THE WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.
11. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PERIOD. SIGNS ADVERTISING PROPERTY FOR SALE OR RENT ARE SPECIFICALLY PROHIBITED. VIOLATION OF THIS SIGN RESTRICTION WILL RESULT IN \$50.00 PER DAY LIQUIDATED DAMAGES, PAYABLE TO THE DEVELOPER UPON DEMAND.
12. NO OIL DRILLINGS, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRIES OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED ON ANY LOT. ALL GAS AND OIL TANKS MUST BE CONCEALED.
13. 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 THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.
14. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, OR GARBAGE. ANTENNAS, SATELLITE DISHES, MASTS, OR TOWERS OF ANY KIND WILL NOT BE PERMITTED ON ANY LOT OR OUTSIDE ANY DWELLING, UNLESS FIRST APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.
15. EACH LOT SHALL BE KEPT IN A NEAT AND PLEASING MANNER. CAMPERS, RECREATIONAL VEHICLES OR BOATS OF ANY KIND MAY NOT BE STORED OR PARKED ON ANY LOT OUTSIDE THE MAIN DWELLING OR GARAGE. ALL BASKETBALL BACKBOARDS AND ANY OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE LOCATED BEHIND THE FRONT FOUNDATION LINE OF THE MAIN STRUCTURE AND WITHIN LOT SETBACK LINES. IT IS THE INTENTION OF THIS RESTRICTION TO ASSURE THAT LOTS AND SURROUNDINGS PRESENT A PARK-LIKE APPEARANCE.
16. NO INDIVIDUAL WATER SUPPLY SYSTEM OR SEWAGE SYSTEM SHALL BE PERMITTED ON ANY LOT.

17. ANY MOTOR VEHICLE WHICH IS INOPERATIVE AND NOT BEING USED FOR NORMAL TRANSPORTATION SHALL NOT BE PERMITTED TO REMAIN ON ANY LOT. ABOVE THE GROUND SWIMMING POOLS SHALL NOT BE PERMITTED OR CONSTRUCTED ON ANY LOT.
18. THE LAKE/DETENTION AREA SHOWN ON THE PLAT (HEREINAFTER "LAKE") SHALL BE INCLUDED AS COMMON AREAS AS REFERENCED HEREIN, TO BE MAINTAINED AND CONTROLLED BY THE ASSOCIATION.
19. THE ASSOCIATION SHALL BE JOINTLY RESPONSIBLE WITH THE ASHTON PARKE VILLAGE HOMEOWNERS ASSOCIATION FOR FORMULATING RULES AND REGULATIONS PERTAINING TO THE USAGE OF THE LAKE AS WELL AS CREATING AN ANNUAL BUDGET TO ASSURE ADEQUATE MAINTENANCE, UPKEEP AND REPAIR OF THE LAKE PROPERTY. COSTS OF SAID BUDGET SHALL BE SHARED EQUALLY BY BOTH ASSOCIATIONS.
20. ACCESS TO THE LAKE IS RESTRICTED TO THAT AVAILABLE FROM THE STREETS WITHIN ASHTON PARKE, AND ACCESS THROUGH ANY LOT IS STRICTLY PROHIBITED.
21. THE LAKE MAY BE USED ONLY IN THE MANNER AUTHORIZED BY THE ASSOCIATION.
22. THE LAKE SHALL BE AVAILABLE FOR THE EXCLUSIVE USE OF THE OWNERS AND GUESTS OF THE OWNERS WHO ARE ACCOMPANIED BY OWNERS
23. NO PRIVATELY OWNED PROPERTY OF ANY KIND SHALL BE ALLOWED TO REMAIN WITHIN THE LAKE AREA EXCEPT WHEN THE OWNER OF SUCH PROPERTY IS PRESENT.
24. NO DOCKS OR PIERS WILL BE ALLOWED EXCEPT THOSE WHICH. MAY BE AUTHORIZED BY, CONSTRUCTED, OWNED, AND OPERATED BY THE ASSOCIATION.
25. NO OWNER OR THIRD PARTY SHALL DO OR PERMIT ANOTHER TO DO ANY ACT WHICH COULD RESULT IN POLLUTION OF THE LAKE, DIVERSION OF ANY WATER, RAISE THE ELEVATION OF THE WATER, SIGNIFICANTLY DISTURB THE EARTH OR THE EMBANKMENT OF THE LAKE AREA, OR ANY OTHER CONDUCT WHICH COULD RESULT IN AN ADVERSE EFFECT UPON THE WATER QUALITY, EMBANKMENT AND ADJACENT PROPERTY, DRAINAGE, OR ANY OTHER GENERAL CONDITION OF THE LAKE.
26. THE ASSOCIATION, ON BEHALF OF THE OWNERS, OR THE CITY OF GREENWOOD SHALL HAVE THE AUTHORITY TO INSTITUTE AN ACTION FOR INJUNCTION TO ABATE SUCH ACTIVITY OR SEEK MANDATORY RELIEF FOR CORRECTION OF ANY DAMAGE CAUSED TO THE LAKE OR INTERFERENCE WITH THE DRAINAGE SYSTEM, TOGETHER WITH ANY DAMAGES INCURRED, AND UPON RECOVERY OF JUDGMENT SHALL BE ENTITLED TO COST, TOGETHER WITH REASONABLE ATTORNEYS' FEES.
27. VIOLATION OF ANY OF THE COVENANTS OR RESTRICTIONS OF THIS PLAT OR OF THOSE CONTAINED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ASHTON PARKE ASSOCIATION, INC. REFERENCED HEREIN, SHALL SUBJECT THE VIOLATION TO LIQUIDATED DAMAGES IN THE SUM OF FIFTY DOLLARS (\$50.00) PER DAY FOR

EACH DAY THE VIOLATION CONTINUES AND TO ALL OTHER REMEDIES, INCLUDING INJUNCTION, PROVIDED BY LAW OR IN EQUITY AND ALL COSTS AND EXPENSES INCURRED BY THE DEVELOPER OR PROPERTY OWNERS, INCLUDING ATTORNEYS FEES, IN LITIGATION OR OTHER PROCEDURES REQUIRED TO REMEDY SUCH VIOLATIONS SHALL BE PAID BY THE OWNER(S) OF THE LOT OR LOTS FOUND TO BE IN VIOLATION. BY ACCEPTANCE OF A DEED FOR TITLE TO ANY LOT WITHIN THIS PLAT, THE GRANTEE ACKNOWLEDGES THE PROVISIONS OF THIS PLAT AND AGREES TO BE BOUND THEREBY AND TO PAY THE COSTS AND EXPENSES DESCRIBED IN THIS PARAGRAPH WHERE APPLICABLE.

28. 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, IS HEREBY DEDICATED TO PUBLIC AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION AND TO THEIR HEIRS AND ASSIGNS.
29. The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming them until January 1, 2020, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by a majority vote of the then current owners of the lots, it is agreed to change such covenants and restrictions in whole or in part.
30. Enforcement shall be by proceedings at law or in equity against the person, or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgments or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, RICK W. FRENCH, MANAGER OF ASHTON PARKE CO., LLC HAS CAUSED THE EXECUTION OF THE FOREGOING RESTRICTIVE COVENANTS ON THIS 10th DAY OF OCTOBER, 1995.

Rick W. French, Mgr.
RICK W. FRENCH, MANAGER
ASHTON PARKE COMPANY

WITNESS MY HAND AND NOTARIAL SEAL THIS 10th DAY OF October, 1995.

MY COMMISSION EXPIRES:
February 24, 1999

Constance Marie Dennis
COUNTY OF RESIDENCE: JOHNSON COUNTY
CONSTANCE MARIE
DENNIS

THIS INSTRUMENT PREPARED BY RICK W. FRENCH

Plat shall be called:

Ashton Parke

LEGAL being platted:

P+E 2 NE 4 6-13-4
24.70A

Date of Plat:

Oct 30, 1995

Tax Area

Pleasant Sup.

Owner (s)

Ashton Parke Co. L.L.C.
Sentry Homes, Inc.
Retirement Communities Inc.
Legacy, Inc.

Approval: Municipal County

Assessor's Signature

Auditor's Signature (Signifying transfer)

Notary's Signature Seal County of Residence Date of Expiration

ALL SIGNATURES MUST HAVE NAME TYPED OR PRINTED BENEATH THEM.

FIXED LINE NYLAR WILL BE SUPPLIED BY:
If other than above Engineer, whose
company or name appears on plat.

Name _____

Address _____

Telephone Number () _____

Form 9/21/94 Johnson County Recorder

FILED:

Instrument No. 95020233

Cabinet (C) Slide (730 C4A)

FEE \$ 24.00

DATE/TIME of recording:

RECEIVED FOR 95020233
JOHNSON COUNTY RECORDER

95 OCT -1 11:05

95020233

Engineer's Signature Seal

RECORDING PROCESSED BY:

On door of cabinet _____

Indexed into Computer _____

Subdivision Code _____

FIXED LINE RECEIVED: 1 1

97014612

97 JUL -8 AM 11:39

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
ASHTON PARKE SECTION 2

THIS AMENDMENT made this 1st day of July, 1997 by SENTRY DEVELOPMENT, INC. and SENTRY HOMES, INC., Rick W. French, President, ("Declarant") to the Declaration of Covenants Conditions and Restrictions for ASHTON PARKE SECTION 2, recorded in the Office of the Recorder of Johnson County, Indiana, on December 20, 1996 as Instrument No. 96028147, Book D, Page 15 A&B ("Declaration"), and rerecorded on February 7, 1997 as Instrument No. 97002431, Book D, Page 15 C&D and rerecorded on February 14, 1997 as Instrument No. 97003000, Book D, Page 15E&F,
WITNESSETH THAT:

WHEREAS, Declarant platted a portion of the real estate subject to this Declaration as Ashton Parke Section 2 on December 19, 1996, and recorded in the Office of the Recorder of Johnson County on December 20, 1996, as Instrument No. 96028147, Plat Book D, Page 15 A&B ("Declaration"); and rerecorded on February 7, 1997 as Instrument No. 97002431, Book D, Page 15 C&D, and rerecorded on February 14, 1997 as Instrument No. 97003000, Book D, Page 15 E&F and
WHEREAS, Sentry Development, Inc. and Sentry Homes, Inc. was the Declarant in the above-mentioned Declaration; and

WHEREAS, Section 36 of the Declaration provides for amendment of the Declaration at any time by the Owners of at least two-thirds of the Lots; and

WHEREAS, Declarant is Owner of at least two-thirds of the Lots within Ashton Parke Section 2 on the date hereof;

NOW, THEREFORE, pursuant to Section 36 of the Declaration, the Declarant hereby amends the Declaration as follows:

Section 38 shall be added as follows:

Upon the transfer of ownership of all platted Lots, Declarant shall transfer control of the Building Committee and ownership of all Common Areas as designated on the recorded plat to Ashton Parke Homeowners Association, Inc., an Indiana nonprofit corporation, to assume the rights and duties of the Building Committee as described in the Declaration, maintain all Common Areas, enforce and administer the Covenants, assess and collect maintenance expenses, and any other duties specified in the Declaration, as amended from time to time.

