[illegible]

[illegible]

Beginning at the southwest corner of [illegible] and bears North 90 degrees 00 minutes 00 seconds East 1135.50 feet from the southwest corner of the [illegible] minutes 19 seconds East 105.50 feet to a point; thence North 90 degrees 00 minutes 00 seconds West 45.50 feet; thence North 90 degrees 00 minutes 00 seconds West 45.50 feet; thence South 90 degrees 00 minutes 00 seconds West 45.50 feet; thence South 90 degrees 00 minutes 00 seconds East 145.50 feet to the point of beginning. Thence [illegible] or less.

This subdivision consists of 19 lots numbered 1 thru 19 inclusive. [illegible]

This survey was made by me or under the supervision of [illegible]

Witness my signature this 17th day of March 1964.

[illegible]

The undersigned, Donald E. and Dorothy L. Lambert, husband and wife, hereby [illegible] accordance with the within plat.

The within plat shall be known and designated as AVON CREEK ESTATES - SECTION [illegible] in Avon Township.

A. The streets shown and not heretofore dedicated are hereby dedicated to the public.

B. All numbered lots in this addition shall be designated as residential lots. [illegible]

C. From the side building lines [illegible] shown on this plat between [illegible] or from plantings which obstruct sight lines at elevations between [illegible] and [illegible] above the [illegible] shall be [illegible] the same shall be [illegible] shall be [illegible] within [illegible] feet [illegible]

D. No [illegible] shall be [illegible] than 800 square feet [illegible]

E. No trailer, tent, shack, basement, garage, barn or other outbuilding [illegible]

F. No noxious or offensive trade shall be carried on upon any lot [illegible]

G. No poultry or farm animals shall be raised or maintained on any [illegible]

H. [illegible] to [illegible] the [illegible] Township Zoning Commission [illegible] easement, [illegible] easement, [illegible] for the [illegible] of the public utilities [illegible] as reserved.

I. [illegible]

J. [illegible]

K. The within covenants, [illegible]

[illegible]

STATE OF OHIO
ss
COUNTY OF WAYNE

[illegible]

RECEIVED FOR RECORD

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[illegible]

900132322

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 performed under my direct supervision of the Southeast Quarter of the Southwest Quarter of Section 7, Township 15 North, Range 2 East, Marion County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of said Quarter Section; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Quarter Quarter Section 1335.30 feet to the Northwest 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 53 seconds East 1353.07 feet 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 1330.00 feet to the place of beginning, containing [illegible] 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, 1981.

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

James E. Dankert, PLS #4028

No. 4028

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.

This subdivision shall be known and designated as "[illegible] CREEK ESTATES - SECTION FIVE," an addition in Marion County, Indiana.

The streets shown and not heretofore dedicated are hereby dedicated to the public for its use.

All numbered lots in this subdivision shall be designated as residential lots. Only one single family dwelling with accessory building and not exceeding two (2) stories in height may be erected or maintained on each lot.

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. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

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 or two story house shall have less than [illegible] square feet, exclusive of open porches, garages or basements.

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.

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.

No animals, livestock or poultry shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal.

Sewer Easement

There are strips of ground as shown on the within plat marked "Drainage Easement" and/or "Utility Easement" 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, subject at all times to the authority of Marion County, Indiana, and the easements herein reserved. It shall be the responsibility of the owner of any parcel of land within the area of this plat to comply at all times with the provisions of the sanitary sewer construction approved by the [illegible] and the requirements of all sanitary sewer construction permits for this plan issued by said Department. Owner further [illegible] no [illegible] structure shall be erected, maintained or allowed to continue on the portion of the owner's real estate [illegible] without express written permission from the Department. Such permission, when duly recorded, [illegible] Department and its agents shall have the right to ingress and egress (for temporary periods only) over the owner's [illegible] necessary to construct, repair or maintain sanitary sewer facilities.

[illegible] construction must be completed within one (1) year from the time construction was started. No building shall be [illegible] property line than the minimum building setback lines as shown on the recorded plat or as required by current zoning [illegible]

No [illegible] building, fence, wall or other structure shall be erected, placed and altered on any building plot in [illegible] the building plans, specification and plot plan showing the location of such structures have been approved as to the conformity [illegible] structures herein and as to the building with respect to topography and finished ground elevations by an [illegible]

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Book 12 Page 1

90-61322

No sign of any kind shall be displayed to the public view upon any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. However, any sign resides or shall be displayed.

Nothing in this section shall be allowed on any lot or other area adjoining boundaries of Avon Crest Estates.

The right to enforce the provisions hereof is hereby conferred on Grantor, with the right to seek the removal by due process of law of any house, fence, wall, shrub or bush, structure or thing which is deemed by Grantor to be a nuisance, or which violates the covenants herein, shall be entitled to such remedy, without being required to show any damage of any kind to any person, firm or corporation by reason of any such violation or attempted violation, such prohibition shall be in full force and effect until June 1, 2000, at which time said restrictions shall be automatically extended for successive periods of ten (10) 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 one of the covenants by judgment or court order shall in no manner affect any of the other provisions, which shall remain in full force and effect.

[illegible] Intention of [illegible] all parties and persons claiming under them.

[illegible] Lambert and Dorothy L. Lambert, husband and wife, [illegible] to be subscribed and [illegible] day of [illegible] 19[illegible].

STATE OF IDAHO

COUNTY OF [illegible]

[illegible] Public in and for said County and State, personally appeared Robert E. Lambert and Dorothy L. Lambert, husband and wife, [illegible] known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

[illegible]

Robert E. Lambert

Dorothy L. Lambert

[illegible]

SEAL

Notary Public

[illegible] Developer [illegible] covenants [illegible] Commission from [illegible] attached to approval of this Plat by the City [illegible]

PAUL I. CRIPE, INC.
7172 Graham Road
Indianapolis, Indiana 46250
317-842-6777
FAX# 317-841-4798

CROSS REFERENCE

PIC Job #79201-10000
January 13, 1993

93006437

JOHN P. VON ARX
RECORDER

JAN 14 1993 01263

CORRECTION CERTIFICATE
Avon Creek Estates-Section Five

I, the undersigned, hereby certify that the plat of Avon Creek Estates-Section Five recorded as Instrument #90-132322 in the Office of the Recorder of Marion County, Indiana was prepared under my supervision and certified by me.

By error of the scrivener the bearing of North 86 degrees 36 minutes 13 seconds East along the common lot line of Lots 141 and 142 and along the common lot line of Lots 142 and 143 is in error.

To correct said error the bearing along said Lot lines shall be North 88 degrees 36 minutes 13 seconds East.

Also, by error of the scrivener the dimension of 78.83 feet along the Westerly line of Lot 158 is in error.

To correct said error the dimension along said lot line shall be 70.83 feet.

JAMES E. DANKERT
REGISTERED
No. 4028
STATE OF INDIANA
LAND SURVEYOR

James E. Dankert, R.L.S. #4028

WAYNE TOWNSHIP
ASSESSOR
PLAT APPROVED
Date: Jan. 19, 1993
Charles R. Spears
CHARLES R. SPEARS
ASSESSOR

APPROVAL OF CORRECTION
METROPOLITAN DEVELOPMENT COMMISSION
PLAT COMMITTEE
DATE: 1-14-93
SUBDIVISION ADMINISTRATOR

This instrument prepared by James E. Dankert of Paul I. Cripe, Inc.

CROSS REFERENCE

910005906

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 levelis 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 ar 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 is 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.

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
Donald E. Lambert

Dorothy L. Lambert
Dorothy L. Lambert

My Commission Expires Nov. 13, 1993

Donald L. Dunk
Notary Public
DONALD L. DUNK

Notary resides in Hamilton County

APPROVED
DDS BY

1-15-90

910005906