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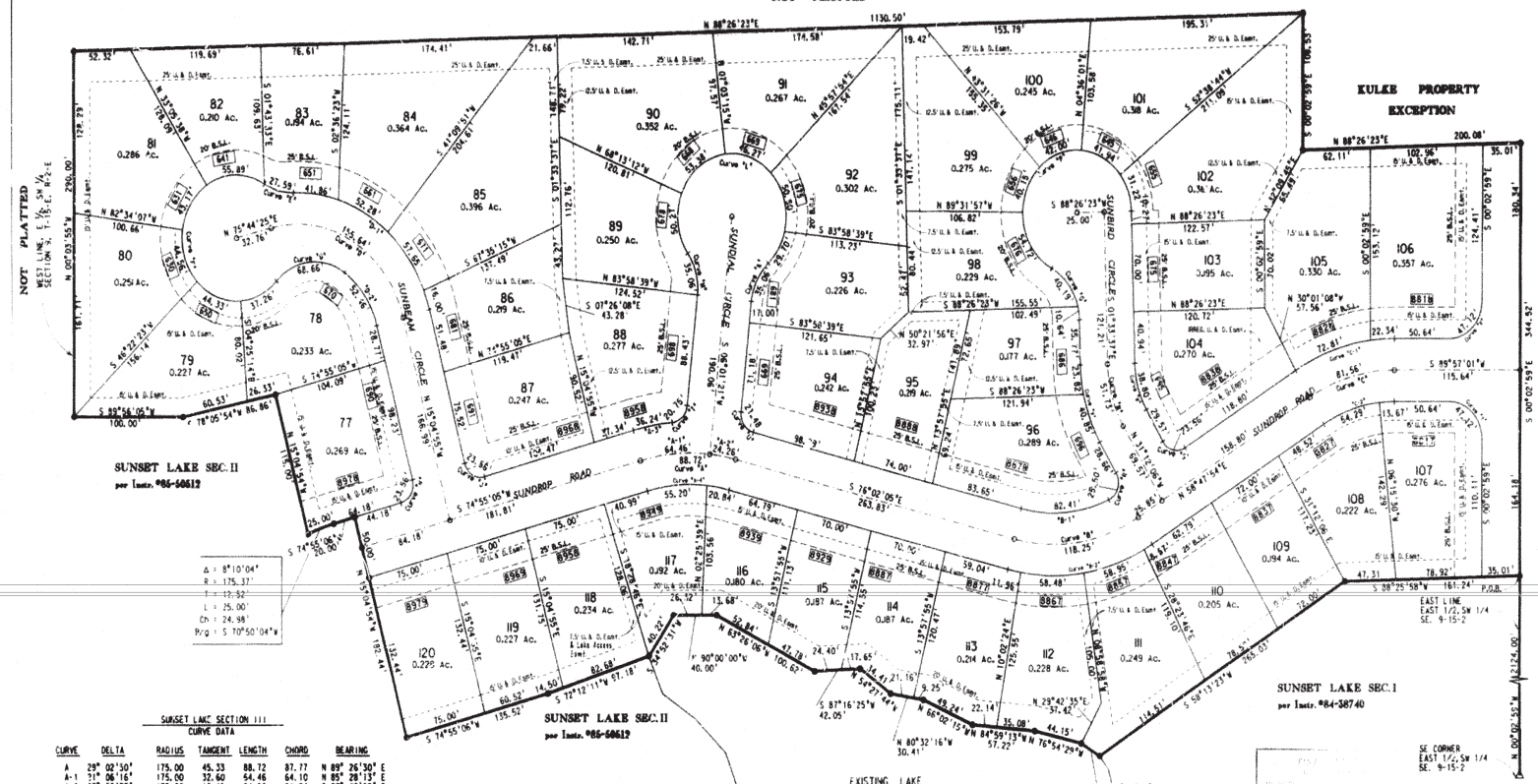
FINAL PLAT for SUNSET LAKE - SECTION III



SUNSET LAKE SECTION III CURVE DATA

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
A	29° 02'50"	175.00	45.33	88.72	87.77	N 89° 26'30" E
A-1	31° 06'16"	175.00	32.60	54.46	64.10	N 85° 28'13" E
A-2	07° 56'33"	175.00	12.15	24.26	24.24	S 80° 00'22" E
A-3	10° 22'56"	200.00	18.17	36.24	36.19	N 80° 06'33" E
A-4	29° 02'49"	150.00	38.86	76.05	75.23	N 89° 26'30" E
B	45° 10'01"	150.00	62.39	118.25	115.21	N 81° 22'54" E
B-1	37° 46'27"	125.00	42.77	82.41	80.93	N 85° 04'41" E
B-2	45° 10'01"	175.00	72.75	137.95	134.41	N 81° 22'54" E
C	31° 09'07"	150.00	41.81	81.56	80.55	N 74° 22'27" E
C-1	31° 09'07"	175.00	48.78	95.15	93.98	N 74° 22'27" E
C-2	31° 09'07"	125.00	34.84	67.96	67.13	N 74° 22'27" E
D	89° 10'40"	100.00	98.58	155.64	140.40	S 59° 40'15" E
D-1	76° 54'04"	125.00	99.25	167.77	155.46	S 53° 31'52" E
D-2	40° 04'41"	75.00	27.36	52.46	51.40	S 35° 07'15" E
E	32° 55'54"	48.00	14.19	27.59	27.21	S 75° 31'02" E
F	258° 03'59"	50.00	------	225.21	77.68	S 08° 05'16" E
G	81° 57'27"	48.00	41.69	68.66	62.95	N 83° 51'40" E
H	90° 00'00"	15.00	15.00	23.56	21.21	N 29° 55'05" E
J	90° 00'00"	15.00	15.00	23.56	21.21	S 60° 04'55" E
K	41° 50'59"	48.00	18.35	35.06	34.29	N 26° 56'50" E
L	263° 41'58"	50.00	------	230.12	74.49	S 83° 58'39" E
M	41° 50'59"	48.00	18.35	35.06	34.29	S 14° 54'08" E
N	29° 38'29"	100.00	26.46	51.73	51.16	S 16° 22'52" E
P	240° 40'22"	50.00	------	210.03	86.31	N 58° 06'11" E
Q	60° 40'22"	48.00	28.09	50.83	48.49	S 31° 53'48" E
R	97° 23'34"	15.00	17.07	25.50	22.54	N 17° 22'41" E
S	90° 00'00"	15.00	15.00	23.56	21.21	S 76° 12'06" E
T	79° 16'40"	15.00	12.43	20.75	19.14	N 45° 39'41" E
U	82° 03'27"	15.00	13.05	21.48	19.69	S 35° 00'22" E
V	29° 38'29"	125.00	53.07	64.67	63.95	S 16° 22'52" E
W	29° 38'29"	75.00	19.84	38.80	38.37	S 16° 22'52" E
X	90° 00'00"	30.00	30.00	47.12	42.43	N 44° 57'01" E
Y	90° 00'00"	30.00	30.00	47.12	42.43	S 45° 02'59" E

LEGEND

- BSL = BUILDING SETBACK LINE
- RSBL = REAR SETBACK LINE
- GSBL = GARAGE SETBACK LINE
- LASBL = LIVING AREA SETBACK LINE
- U. & D.E. = UTILITY & DRAINAGE EASEMENT
- L.S.E. = LANDSCAPING EASEMENT
- L.M.E. = LAKE MAINTENANCE EASEMENT
- [ ] = STREET ADDRESS

WAYNE TOWNSHIP ASSESSOR PLAT APPROVED
Date: 2-10-87
By: [signature]
PHILLIP D. HINKLE ASSESSOR

Sunset Lake

REYCO
Reyco Enterprises, Inc
8905 Sunbow Drive
Indianapolis, IN 46231
(317) 241-7266

870015160

CERTIFICATE OF SURVEY

SUNSET LAKE SECTION III

I, the undersigned, do hereby certify the attached plat to be true and correct, to the best of my knowledge and belief, representing a survey of part of the East Half of the Southwest Quarter of Section 9, Township 15 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Half Quarter Section; thence along the east line of said Half Quarter Section North 00°02'59" West to the northeast corner of Sunset Lake, Section I, a subdivision in Marion County, the plat of which is recorded as Instrument No. 84-38740 in the Office of the Recorder of Marion County, Indiana, 2124.00 feet, said corner being the point of beginning; (the following twelve courses being along the northerly lines of said Sunset Lake, Section I); (1) thence South 88°25'58" West 161.24 feet; (2) thence South 58°13'23" West 265.03 feet; (3) thence North 59°32'04" West 19.72 feet; (4) thence North 76°54'29" West 44.15 feet; (5) thence North 84°59'13" West 57.22 feet; (6) thence North 66°02'15" West 49.24 feet; (7) thence North 80°32'16" West 30.41 feet; (8) thence North 54°27'44" West 34.41 feet; (9) thence South 87°16'25" West 42.05 feet; (10) thence North 63°26'06" West 100.62 feet; (11) thence North 90°00'00" West 40.00 feet; (12) thence South 34°52'31" West to a point on the northerly line of Sunset Lake, Section II, a subdivision in Marion County, the plat of which is recorded as Instrument No. 85-50512 in the Office of the Recorder of Marion County, Indiana, 40.22 feet; (the following eight courses being along the northerly lines of said Sunset Lake, Section II); (1) thence South 72°12'11" West 97.18 feet; (2) thence South 74°55'06" West 135.52 feet; (3) thence North 15°04'54" West 182.44 feet; (4) thence South 74°55'06" West 20.00 feet to the point of curvature of a tangent curve concave southerly having a central angle of 08°10'04" and a radius of 175.37 feet; (5) thence westerly and southwesterly along said curve an arc distance of 25.00 feet (said curve being subtended by a chord bearing South 70°50'04" West and having a length of 24.98 feet); (6) thence North 15°04'54" West 115.00 feet; (7) thence South 76°05'54" West 86.86 feet; (8) thence South 89°56'05" West to the west line of said Half Quarter Section 100.00 feet; thence North 00°03'55" West along said west line 290.00 feet; thence North 88°26'23" East 1130.50 feet; thence South 00°02'59" East parallel with the east line of said Southwest Quarter 108.53 feet; thence North 88°26'23" East 200.08 feet to said east line; thence South 00°02'59" East along said east line 344.52 feet to the point of beginning, containing 13.872 acres, more or less; subject to any easements, highways or rights-of-way.

This subdivision consists of 44 lots, numbered 77 and 120, both inclusive, and streets as shown hereon. The size of lots and width of streets are shown on this plat by figures denoting feet and decimal parts thereof.

Certified this 6TH day of JAN, 1987

MID STATES ENGINEERING, INC.

Sol C. Miller
Registered Land Surveyor #9788 - Indiana

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six 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 sight line limitations shall apply to any lot within ten feet from the intersection of a 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 such lines.

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 expressly run 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.

FEB 10 87

VOID UNLESS RECORDED BEFORE 3-12-1988

SOL C. MILLER No. 9788 STATE OF INDIANA LAND SURVEYOR

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared the above and acknowledged execution of this instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my signature and Notarial Seal this 6TH day of JAN, 1987

Notary Public

Debra Howard
Printed Name

My Commission Expires:
10-24-88

County of Residence
HAMILTON

NOTARY PUBLIC SEAL INDIANA

PREPARED BY
SOL C. MILLER

M-E
Mid States Engineering, Inc.
94 North Meridian Street
Indianapolis, IN 46204
(317) 634-1000

SHEET 1 of 2
MSE 286-004

870015160

DECLARATION OF COVENANTS AND RESTRICTIONS

SUNSET LAKE SECTION

3

THIS DECLARATION made this 5TH day of JAN, 1987 by Reyco Enterprises, Inc., a corporation organized and existing under the laws of the State of Indiana (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the real estate located in Marion County, Indiana, more particularly described on sheet 1 of 2 attached hereto and incorporated herein by this reference, (the "Property") upon which Declarant may, but is not obligated to construct single family residential houses.

B. Declarant desires to provide for the preservation and enhancement of the Property values in Sunset Lake, and to this end desires to subject the Property to the covenants, restrictions and easements set forth herein, each and all of which is/are for the benefit and complement of the lands in the Property and the future owners thereof.

NOW THEREFORE, Declarant hereby declares that All of the lands in the Property as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following restrictions, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole. All of the restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of the Declarant and any one of the Declarant's successors in title to the Property or any part or parts thereof.

1. Definitions. The following terms, as used in this Declaration, unless the context clearly requires Otherwise, shall mean the following:

(a) "Declarant" means Reyco Enterprises, Inc., the owner of the Property at the time of the recording of this Declaration, its successors and assigns to its interest, or any person designated by it in a recorded instrument as having its rights hereunder, other than persons purchasing the Property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the Grantee assume the rights and obligations of Declarant).

(b) "Sunset Lake" means the name of the Declarant's development of which the Property is a part thereof.

(c) "Owner" means every person or persons or entity or entities who is the record owner of the fee or an undivided fee interest in the Property or any part thereof and may also mean First Mortgagees, their heirs, successors, legal representatives or assigns.

(d) "Property" means the real estate described on sheet 1 of 2.

(e) "Restrictions" means the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, as the same may from time to time be amended.

2. Declaration. Declarant hereby expressly declares that the Property be held, transferred, sold, conveyed and occupied subject to the restrictions.

3. Utility Easements. Declarant hereby grants the easements shown on page one (1) of this Plat; which easements are reserved for the purpose of installing and maintaining utility facilities and for such other purposes incidental to the development of the Property, to be perpetual hereof, from the date of this instrument. Declarant, its successors and assigns, and others Declarant shall designate shall have full right and authority to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas and electric lines, communication lines (which shall include Cable T.V.), and such further public service facilities as Declarant may deem necessary. Provided, however, whoever constructs within such easements shall restore the disturbed area as nearly as is possible to the condition which it was found. No permanent structures shall be constructed within an easement area.

4. Plans, Specifications and Locations of Buildings. No person other than Declarant shall construct a building or structure of any kind, including additions or alterations to existing buildings. Fences, screens or walls on the Property until the plans and specifications, location and site plan thereof, in detail and to scale, have been submitted to and approved by Declarant prior to commencement of construction. This restriction shall continue in full force and effect until such time as Declarant shall have conveyed title to the last lot owned by it in Sunset Lake.

Refusal of approval of plans and specifications, location and/or site plan by Declarant may be based on any ground including purely esthetic grounds, in the sole and absolute discretion of Declarant. Declarant shall not be responsible for any structural defects in any building or structure erected to approved plans and specifications, by persons other than Declarant.

Plans and specifications for residences submitted to Declarant shall contain a site plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of Declarant. The required landscaping and all parking strips and driveways should be completed at the time of completion of the residence, or as soon as weather and season permit. All areas not covered by buildings, structures, paved parking facilities or sidewalks shall be maintained as landscaped areas and shall be maintained to the pavement edge of any abutting streets or sidewalks.

Accessory garages; patios; outdoor fireplaces; bathouses; cabanas; childrens playhouses; greenhouses and other accessory buildings or structures shall be permitted in Sunset Lake; however, the construction of such improvements is subject to the same restrictions of approval of the Plans, specifications and site plan by the Declarant as is imposed on any other improvements on the Property, until such time as Declarant has conveyed the last lot owned by it in Sunset Lake. No such improvements shall not be located closer to any front, side or rear lot line than the required minimum front, side or rear yard distances of the D-6 Dwelling District.

Swimming pools shall be permitted but shall not be located closer to any front, side or rear lot line than the required minimum front, side and rear yard distances of the D-6 Dwelling District and such pools shall be appropriately fenced.

5. Use Restriction. No use shall be permitted on the Property other than the uses permitted in the D-6 Dwelling District Ordinance of Marion County, Indiana.

6. Signs. No billboards or advertising signs of any character shall be exhibited in any way on or above the Property or any parts thereof or on any improvement thereon without the written approval of the Declarant except one professional sign of not more than three (3) square feet per lot advertising such parcel for sale.

7. Setback Lines. Front building setback lines are hereby established on this plat; no building shall be erected or maintained between the established setback lines and the Property lines of the streets.

No residence or attached accessory building shall be erected closer to the side of any lot than five (5) feet, with a total aggregate sideyard of not less than thirteen (13) feet, except fences, nor shall any residence or accessory building be erected closer than twenty (20) feet to the rear yard line. In the event a building is erected on more than one single lot, this restriction shall apply to the sidelines of the extreme boundary of the multiple lots.

8. Utility Lines and Antennae. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by Declarant so long as Declarant owns the Property or any part thereof. No outside antennae, poles, masts or towers shall be permitted.

9. Oil and Gas Tanks. All oil tanks and/or bottled gas tanks or similar storage containers must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties.

10. Maintenance of Premises. In order to maintain the standards of the Property, no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere upon the land. Failure to comply shall warrant the Declarant to clear the refuse from the Property at the expense of the owner and Declarant shall hold a lien against said Property for the expense thereof.

11. Nuisances. No nuisance shall be permitted to exist or operate on the Property.

12. Site Visability. No fence, wall, hedge or shrub planting which obstructs site 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 the street Property lines and a line connecting twenty-five (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 site line limitation shall apply to any lot within ten (10) feet from the intersection of the street line with the edge of the driveway, pavement or alley line. No trees shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such site lines.

13. Lot Access. All lots shall be access from the interior streets of the subdivision. No access is permitted from Bridgeport Road.

14. Boats, Trucks, Etc. No boats, campers, trailers of any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the Property for more than twelve (12) hours unless fully enclosed inside a building, or unless the same is necessary and incidnt to the construction of improvements on the Property.

15. Trash and Garbage Containers. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from any street or adjacent Property lots except on days of collection.

16. Clothes Drying Area. There shall be no outdoor drying of clothes.

17. Animals. No farm animals, fowls or domestic animals for commercial purposes shall be permitted on the Property. Generally recognized house pets are permitted in reasonable numbers; all pets when outside must be kept under control by their owners and must not become a nuisance to other residences.

18. Fences. Any fence permitted on the Property or any part(s) thereof must first be approved by Declarant, until such time as Declarant has conveyed the last lot it owns in Sunset Lake.

19. Enforcement. Any owner or Declarant shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions or covenants, imposed by this Declaration, but Declarant shall not be liable for damages of any kind to any person for failure either to abide by, enforce or carry out any of the restrictions.

No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or be held to be a waiver by that person of the right to do so thereafter, or as an estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions. In the event that Declarant shall deem it necessary to enforce any restriction, the offending owner shall pay reasonable attorneys fees and court costs if Declarant shall prevail in said litigation.

20. Duration. The foregoing covenants and restrictions and any amendments thereto are for the mutual benefit and protection of all present and future owners of the Property or any part thereof and shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2003, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by a majority vote of those persons who are then the owners of the Property.

21. Severability. Every one of the restrictions is hereby declared to be independent of, and severable from, the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or shall lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" and quality of any other of the restrictions.

22. Amendments. The Declarant, its successors and assigns forever reserves the right to amend any of the above contained restrictions so long as Declarant owns fee simple title to not less than six (6) of the lots encumbered by the restrictions herein. Any such amendment shall be effective upon the execution of same by Declarant herein and the filing of same among the public records of Marion County, Indiana.

23. Public Streets. The streets are hereby dedicated to the public.

COVENANTS

LAKE

1. The Lake Comprising of 1.5 acres, shall be owned and controlled as tenants in common of an undivided 1/19th interest by the owners of Lots 36 through 60, and 62 through 66 of Sunset Lake, Section II, and Lots 31 through 35 of Sunset Lake, Section I (Instrument No. 86-38740), and Lots 111 through 118 as proposed to be platted in Section III of Sunset Lake (Hereinafter called the "Lake Front Lots").

2. The owners of the lake front lots, members of their families and guests shall have exclusive rights to the use and enjoyment of the lake.

3. Encumbering each of said lots shall be an easement measured twenty (20) feet from the water's edge and running the width of each of such lots so that the entire lake is encircled by such easement. Such easement shall be for the exclusive use and enjoyment of Owners of lots abutting the Lake as set forth above, members of their families and guests.

4. Until such time as eleven (11) Lake-front lots are conveyed, the maintenance, repair and upkeep of said Lake shall be the responsibility of the Declarant, its successors and assigns. To this end, Declarant may establish reasonable rules and regulations concerning use of the Lake.

5. Upon conveyance of eleven (11) lots adjacent to the Lake, the co-owners shall form an association in which each lot owner shall have one vote in the selection of a Board of Managers which shall consist of not less than three (3) nor more than five (5) members. Thereafter, on the first Saturday in March of each calendar year or such other date as the Board of Managers may choose, the voting members shall elect the Board of Managers for the ensuing year to a term commencing April 1st, and expiring on March 31st of the following year.

6. The Board of Managers shall thereafter be responsible for maintaining the Lake, for establishing rules and regulations pertaining to Lake usage and establishing an annual budget to assure adequate maintenance, upkeep and repair of the Lake Property, including the easement adjacent thereto. Such budget shall be established annually on or before April 1st of each year for the ensuing ensuing twelve (12) month period.

7. Assessments shall be equally paid by each voting member within thirty (30) days from date of billing, and there shall be a late charge of ten percent (10%) per month on all delinquent payments.

8. Assessments for maintenance shall be a lien upon the properties subordinate only to the lien of a first mortgage, if any, which lien can be enforced by the Board of Managers, any individual Property owner who is subject to these Lake covenants, or anyone holding a first mortgage lien on a Lake-front lot. By acceptance of a Warranty Deed to these properties, the Grantees consent to the lien of assessment and its enforcement provisions together with the cost of collection, including reasonable attorneys fees.

9. In the event of a dispute arising from the maintenance, repair and upkeep of the Lake or the failure thereof, any owner of a Lake-front lot may call a meeting, upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.

10. The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Managers as well as public liability and Property Damage Insurance covering the owners of all Lake-front lots for liabilities incurred by reason of Lake ownership.

11. No Lake-front lot owner nor any person having an interest therein shall do or permit to be done any action or activity unless such activity is first approved by a Majority of Lake-front lot Owners which could result in pollution of the Lake, diversion of water, elevation of lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect on water quality, drainage or proper lake management.

12. The Board of Managers on behalf of the Property owners or any Property owner subject to these lake covenants, 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 costs together with reasonable attorneys fees.

IN TESTIMONY WHEREOF, witness the signature of Declarant this day of

REYCO ENTERPRISES, INC.

By: _____
Secretary
CLYDE DUNCAN

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State personally appeared Clyde Duncan, Secretary, of Reyco Enterprises, Inc., a corporation organized and existing under the laws of the State of Indiana, who acknowledged the execution the foregoing Declaration of Covenants and Restrictions on behalf of said corporation, as his free act and deed.

WITNESS my hand and notarial seal this 5TH day of JAN, 1987.

_____
Notary Public
DEBRA HOWARD
Printed Name

My Commission Expires:
10-24-88

My County of Residence:
HAMILTON

NOTARY PUBLIC SEAL INDIANA

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 expressly run 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.

870015160

COVENANTS & RESTRICTIONS Sunset Lake Section 3

Mid States Engineering, Inc.
941 North Meridian Street
Indianapolis, IN 46204
(317) 634-6235

Sheet 2 of 2

870015160