



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

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**[www.move2indy.com](http://www.move2indy.com)**

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

**The information is deemed reliable, but not guaranteed.**

APPROVED THIS 21st DAY OF June 20 00. FRANKLIN TOWNSHIP ASSESSOR *Stu Powell* DRAFTSMAN

**FILED**  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
FRANKLIN TOWNSHIP ASSESSOR OF ASHLAND

THIS DECLARATION made this 21st day of June, 2000, by Bay Communities, LLC, an Indiana Limited Liability Company (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will, along with contiguous real estate to be acquired by the Declarant in the future, all eventually be subdivided and known as "Ashland" (hereinafter referred to as the "Development"), and will be more particularly described in the plat thereof to be recorded in several sections in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant is about to sell and convey the residential lots situated within certain areas of the platted Development in Ashland and before doing so desires to subject and impose upon all real estate within said present and future platted areas of the Development in Ashland, mutual and beneficial covenants and restrictions and charges under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the development known as Ashland, and future home owners therein and thereof.

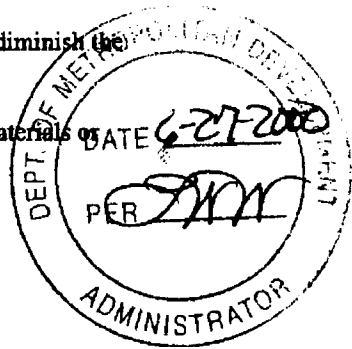
NOW, THEREFORE, Declarant hereby declares that all of the platted lots and lands located within Ashland, as they become platted, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in Ashland, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said lots situated therein. All of the covenants, conditions and restrictions shall run with the land and shall be binding upon Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant's successors in title to any real estate in Ashland.

1. **Drainage and Utility Easements** - There are strips and parcels of ground as shown on the plat marked Landscape, Drainage and/or Utility Easement ("L, DU & SE") which are hereby reserved for the use of landscaping, public utilities, including but not limited to drainage structures, swales and improvements, and sanitary sewer, but not including transportation companies, for the installation and maintenance of poles, mains, laterals, ducts, swales, drains, lines, cables, wires, and the like, subject at all times to the proper authorities and to the easements herein granted and reserved, and such other further public service facilities as the Declarant or the owner of record after sale, may deem necessary along, through, in, over and under the strips of land shown on this plat. The Declarant, and/or the Property Owner's Association shall have the right to negotiate and grant additional easement rights through and upon said reserved easement areas as are reasonable and necessary to benefit the residents and/or to reasonably resolve disputes involving a lot owner.

2. **Building and Grounds Maintenance** - The owner or party in possession of each lot in the Development shall conform to the following standards:

- a) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- b) Remove all debris or rubbish;
- c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development;
- d) Cut down and remove dead trees;
- e) Where applicable, prevent debris, foreign material, toxic, hazardous, or damaging materials or substances, from entering drainage areas, swales, and/or storm sewers;

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MARTHA A. WOHACKS  
RECORDER  
330309 JUN 27 00  
SUBJECT TO FINANCIAL ASSURANCE  
FOR TRANSFER

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- f) Keep the exterior of all improvements in such a state of repair and maintenance as to avoid their becoming unsightly or detracting from the value of the general neighborhood;
- g) Regularly treat or cause to be treated the lawn areas against weed and insect infestation;
- h) Comply fully with all provisions of these Covenants, the recorded Zoning Commitments, and the rulings and decisions of the Declarant, the Association, and/or the Architectural Control Committee.

In the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Property Owners Association, the Declarant or the owner or owners of any lot in the immediate neighborhood shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such lot and the improvement(s) situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owner, and such lot owner shall have a lien against said lot for the expense thereof, including court costs and reasonable attorney fees. Neither the Declarant, nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

3. **Setback Lines** - Front building setback lines ("BL") shall be established on the plat. The minimum aggregate side yards shall not be less than twelve (12) feet; with not less than a six foot (6') side yard on any one side. In the event a building is erected on more than one single lot, this restriction shall be based on the lot width at the BL of the combined lots, and shall apply to the side lines of the extreme boundary of the multiple lots. In the event of a discrepancy between this Declaration and a recorded plat, this Declaration shall control.

4. **Use Restrictions** - All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof. Without prior approval of the Architectural Control Committee, no structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single family dwelling, one story or multi-storied, not to exceed thirty-five feet (35') in height. Plans for each residence must be submitted for review by Declarant, and are subject to Declarant's right to reject or approve same. There shall be no carports. Any accessory building, storage barns or outbuildings shall not exceed a maximum size of 150 square feet, shall utilize a shingled roof to match the roof of the dwelling, shall be painted or stained to match the residence, and the exterior shall not be constructed of metal, tin, aluminum or the like. No structure shall be located in any drainage, sewer, or utility easement, other than a fence which shall be subject to removal, at the Lot Owners expense, in order to access said easement area. There shall be no above ground swimming pools permitted. No antennae shall be permitted other than a satellite dish less than two feet (2') in diameter. No unlicensed vehicles, RV's, trailers, boats or boat trailers may be stored outside. No side gravel drives or gravel parking areas shall be permitted.

5. **Common Area, Paths, Lakes, Landscaping and Retention Areas, Street Lights, Pool, Snow Removal** - The Plat indicates Blocks of land and/or areas indicated as Common Areas, some of which contain ponds, a walking path/green belt and landscaped areas, which shall be conveyed by the Declarant to Ashland, Inc., the entity established as the Property Owners' Association (hereinafter the "Association"), as hereinafter provided. The ponds and drainage easements thereto shall become a part of the storm water drainage system of Ashland and shall run to the Department of Capital Asset Management of the City of Indianapolis. No lot owner or other person, firm or corporation shall alter, impair or impede the drainage system and all lot owners shall be subject to regulation by the public authority having jurisdiction and by the Association as hereinafter set forth. The retention lakes shall be for drainage purposes; and no wading, swimming, boating, or ice skating therein or thereupon are permitted.

The Association as hereinafter described, shall own such Blocks and/or Common Areas and/or landscaped areas and, through its Bylaws and regulations, control the water quality and condition of any retention pond located thereupon. The landscaping contained upon such Common Areas, and any other improvements, including but not limited to the proposed waling path/green belt, any perimeter fencing on said Common Areas, walls, the

subdivision signage, and related structures related to the entrances, shall be regularly planted, replanted, and/or maintained by the Association for the beautification of Ashland. Landscaping shall be also be designed and installed by Declarant in compliance with the zoning commitments at various points within the Common Areas along both the Five Points and Thompson Road frontage. The care and maintenance of same shall all be the responsibility of the Association.

All "specimen" trees in or along the perimeter of Ashland will be preserved to the greatest extent possible. If a specimen tree is removed or damaged resulting in removal, after the lot upon which such tree was located has been sold by the Declarant, it will be the responsibility of the individual lot owner (on whose property the tree had existed), or the Association if the lot owner fails to do so, to replant a similar specimen quality tree of a size at least three inch (3") caliper three feet (3') above the ground. If the lot owner was responsible for the removal of a tree, resulting in the Association having to replace same, then the cost thereof shall be added to that home owner's next regular assessment collectable in the same manner as provided for collection of assessments in the Bylaws of the Association.

Evergreen trees to be planted by the Declarant or any successor Developer shall be not include any species of White Pine.

Promptly upon the completion of the earthwork phase of the development of the common border between Ashland and the existing row of homes along Five Points Road which are South of the proposed secondary entrance, which said area is shown on the Preliminary Plat as Lots 89 through 98, a six foot tall shadow box style wooden fence will be installed along said border by the Declarant/developer. The fence shall be maintained, repaired, or replaced as necessary, by the Association, and the Association shall have the right to pursue the collection of damages from any party damaging same. In addition, whether or not it is shown as such on the Plat, the Association shall have an easement covering the area upon which said fence is installed, and the area 15 feet East of such fence, for purposes of its obligations described hereinabove.

Prior to the occupation of any residence constructed on Lots 12 through 26, the Declarant/developer may construct a six foot tall shadow box style fence, along the approximately 200 foot long common border between the subdivision and a certain hog lot immediately to the East. If such fence is built, then it shall similarly be maintained, repaired or replaced as necessary, by the Association, and the Association shall have the right to pursue the collection of damages from any party damaging same. In addition, if such fence is built, then the area upon which it is located, and an area 15 feet in width immediately West of this fence, shall be subject to an Easement, whether or not identified in the Plat, in favor of the Association for purposes of discharging its obligations herein.

Any pool or other type of recreational facility or area, which is conveyed to the Association, shall be managed, maintained, and be the full responsibility of the Association, subject to any restrictions imposed by Declarant at the time of transfer.

Decorative street lights shall be installed by the Declarant/developer at the main entrance and street intersections within the subdivision, during the initial development of the subdivision. These lights shall be maintained by the Association, which shall also pay all utility costs related thereto.

The Association shall supplement the municipal snow removal services as necessary, and shall pay all costs related to hiring private contractors as required.

6. **Property Owners Association** - A property owners association is or shall be created named Ashland, Inc. (the "Association"), an Indiana nonprofit corporation, prior to the sale of the first lot in Ashland. The Bylaws of the Association are attached hereto as Exhibit B, and incorporated herein as necessary, by reference.

7. **Power of Assessment and Collection** - The Association shall have all 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 uniform annual assessments and other special assessments against the lots within the Development as set forth herein and in the Bylaws of the Association.

8. **Membership and Voting Rights** - Every owner of a lot shall be a member of the Association. For purposes of determining classes of membership, a Class A member shall be the owner of any conveyed lot containing a home thereon, and a Class B member shall be the owner of any undeveloped platted lot; and each reference to a lot in this Declaration shall be deemed to be a conveyed lot containing a home, or an un-conveyed, platted or un-platted lot, respectively, as more particularly set forth as follows. The Association shall have two (2) classes of membership:

8.1 **Class A**. Every person, group of persons or entity, other than the Declarant, who is a record owner of a fee interest in any improved lot shall, by this Declaration, be subject to assessment by the Association and shall be classified as a Class A member; provided, however, that any such person, group, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class A membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. In the event agreement is not reached, the vote attributable to such lot shall not be cast.

8.2 **Class B**. The Class B members shall be the Declarant, and shall be entitled to three (3) votes for each platted lot owned. Declarant shall have the automatic right to plat, record and sell said lots, without the consent or approval of the Association or any other person, firm or corporation. The Class B membership shall cease and be converted to a Class A membership upon the earlier of the following: 1) 90% of homes on lots are deeded to homeowners; or 2) January 1, 2010. In the event all the lots have not been conveyed to owners or the Class B memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association, Class B memberships existing, if any, at time of cancellation, shall automatically become Class A memberships excepting such Class A memberships shall not be subject to assessment or the lien of assessment until a home is constructed thereon.

9. **Covenant Accepting Assessments** - Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges imposed by the Association, and 2) special assessments for capital improvements, other reasonable expenses of the Association, or the collection of damages against certain lots and/or lot owners as herein and/or in the Bylaws. All such assessments are to be established and collected as provided herein and in the Bylaws of the Association.

10. **Commencement of Assessments** - The annual assessments shall commence as to all lots with homes thereon on the first day of the month following the initial conveyance of a home on the lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and thereafter until the Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and provide the membership due notice thereof. Annual assessments may be made payable at more frequent periods than one (1) year by resolution of the Board of Directors of the Association.

11. **Exception to Assessments** - The Declarant, as owner of platted or unplatted lots, shall be exempt from any and all assessments; but Declarant shall advance any deficits in usual or ordinary expense until such time as

assessments upon lots with homes thereon is sufficient to meet such expense. If the assessments exceed the expenses of the Association prior to the date the Declarant turns over control of the Association to the Homeowner's Board, then the Declarant shall have the right to recover prior advances made by Declarant to cover deficits, so long as a reasonable sum, in the Declarant's sole discretion, is left in the Association's account at the time control is turned over by the Declarant.

**12. Uniform Rates** - Both annual and special assessments shall be fixed at a uniform rate for all lots containing a home, unless said special assessment(s) are necessary to reimburse the Association for funds spent in enforcement of these covenants against specific lot(s), whereupon said uniform rate requirement shall not apply, or as otherwise specified herein.

**13. Right to Increase Annual Assessments** - Because of uncertainties in usual and ordinary common property expenses due to Indiana real property reassessment, costs of energy, insurance, maintenance and landscaping costs or other unforeseeable operating expenses, the Board of Directors of the Association may increase the budgeted initial temporary assessment by a sum not to exceed ten percent (10%) per annum without vote of the membership. However, any such increases shall be documented by normal accounting procedures and distributed to the membership to demonstrate that such increases are attributable to increases in operating expenses and no portion of such increase shall inure to the benefit of the Declarant; and the monies received shall be entirely expended on Association expenses.

The maximum annual assessment per lot may be increased above the maximum percentage set forth above only by a vote of two-thirds (2/3rds) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose.

**14. Liens, Charges and Subordination** - Any charge levied or assessed against any lot, together with interest, reasonable attorney's fees and other charges and costs hereinafter provided, shall become and remain a lien upon that lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the owner or owners of the lot at the time the charge fell due. Such charge shall bear interest as a late charge at a rate of two percent (2%) per month until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction.

The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay the expense or costs, including reasonable attorney's fees, incurred by the Association in collecting same. Every owner of a lot in the subdivision and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified that by acquisition of such interest such person agrees that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid; and shall be held to have conclusively covenanted to pay the Association all charges that the Association shall make pursuant to these covenants and restrictions.

The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. In addition, no sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. However, a first mortgagee is not, at any time, obligated to perform the duty of collection of assessments.

The Association shall, upon demand at any time, furnish a certificate in writing signed by an office of the Association of the payment status of the assessments on a specified lot, and/or that certain assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and for the improvement and maintenance of the properties owned or operated by the Association.

15. **Suspension of Privileges** - Notwithstanding any other provision contained herein or in the Bylaws, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member or associate member; ( i) for any period during which any of the Association's charges owed by the member or associate member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, Bylaws or rules and regulations of the Association.

16. **Mortgagees Rights** - Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or the Class A members have given their prior written approval, the Association shall not:

17.1 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Development, common property or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Development by the Association shall not be deemed a transfer within the meaning of this clause.

17.2 Change the method of determining the obligations, assessments, dues or other charges which may be levied against a homeowner.

17.3 By act or omission, change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the homes on lots, the exterior maintenance of the dwellings on lots, the maintenance of common fences or common driveways or the upkeep of lawns and plantings in the Development.

17.4 Fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost).

17.5 Use hazard insurance proceeds for losses to common property for other than the repair, replacement or reconstruction of such improvements.

17.6 Mortgagees, their successors or assigns, shall have the right to examine the books and records of the Association.

17.7 First mortgagees of homes on lots may, jointly or singly, pay the taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such common property, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

17.8 No provision of the constituent documents shall give an owner or any other party priority over any rights of first mortgagees of homes within the Development pursuant to their mortgages in the case of a distribution to homeowners of insurance proceeds or condemnation awards for losses to or a taking of common property.

17. **Temporary Structures** - No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence or for business purposes, except that used by Declarant or builder(s) during the construction upon and development of the property.

18. **Nuisances** - No farm animals, fowls or domestic animals maintained for food or for commercial purposes shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which is, may be or may become an annoyance or nuisance. Other than those occasions where a dog or domestic animal ("pet") is on a leash being exercised and/or under the direct control of the owner or occupant of a dwelling in Ashland, no pet shall be allowed outside the boundaries of its owner's lot. In addition, the owner or occupant of a dwelling shall only allow a pet in their possession to be out of their direct control outside of the dwelling, if such pet is either (1) kept within a securely fenced area in the rear yard, or, (2) on a secure leash or chain which restricts such pet to the rear yard at least ten feet away from any border of the lot.

19. **Architectural Control** - There shall be created an architectural control committee ("the Committee") initially composed of a Bruce T. Sklare and Allen I. Sklare. At the point in time when 90% of the total lots within Ashland are developed with homes and owned by homeowners, then the initial committee shall turn over authority to the Association, which shall appoint three (3) persons as the Committee from among its members. However, the Declarant shall retain sole right to approve plans for original construction of a residence on any lot. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the vegetation and topography.

19.1 **Generally** - No dwelling, building, fence, structure, addition, remodeling, reconstruction, or improvement of any type or kind shall be constructed or placed on any lot in the subdivision without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner or builder for the owner of the lot requesting authorization by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction improvement. Such plans shall include plot plans showing the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn on a scale of 1/4" = 1" and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require. In addition, all applications for approval of an outbuilding shall include a written statement by the Lot Owner that said outbuilding will be maintained to the standards set forth by the Committee.

19.2 **Sight Visibility** - Regardless of Committee approval, 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 the street property lines and a line connecting points twenty-five feet (25') 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 ten feet (10') from intersection of a street line with the edge of a driveway pavement or alley line. No tree or landscaping 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 sight lines.

19.3 **Fences, Walls and Screening** - It is the goal of the Committee to keep all fencing or screening as harmonious as possible with the architectural character of the Development. Undue obstruction of view of other amenities from adjoining properties will be taken into consideration by the Committee when reviewing fences for approval. Fences shall not be nearer to the front of a home than the rear foundation line of a home except decorative fences. With Committee approval, front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of comparable materials as the main structure.

Other than the fencing installed by Declarant, fencing which abuts the outside perimeter of the subdivision must be of a uniform style, design, color and height. The Committee will discourage fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other lot owners. Approved fencing may be privately installed but must be constructed to professional levels of quality. Fences installed by nonprofessionals will be inspected by the Committee after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review. All fences or screens must be submitted to the Committee for approval.

19.4 Height Restriction - The Declarant is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the Development is damaged by the proliferation of fences of excessive height.

The Committee, therefore, may approve rear perimeter fences up to four (4) feet in height which otherwise meet these guidelines. The Committee will give consideration to a deviation in their height limit where the rear line of the lot abuts a public roadway or other clearly unique circumstance exists. The use of six foot (6') fences around small patio areas of a backyard of a home in order to secure privacy for the immediate patio area may be permitted. The guidelines for specific fence height restrictions are as follows:

- a) Property fencing and walls shall not exceed four feet (4') above grade unless otherwise approved by the Committee.
- b) The Committee will not ordinarily approve a proposed fence which exceeds four feet (4') in height unless the rear line of that lot abuts a roadway or offers some other circumstances clearly unique to that lot.
- c) Patio screens/privacy fences shall not exceed six feet (6') in height except for pools and other recreational fences as provided therein.
- d) There shall be no fencing, walls or other structures erected and maintained in any area designated 100 year flood way upon Federal Flood Hazard Maps and the plats of Ashland.
- e) Other than fencing installed by the Declarant/developer, no fences shall be constructed or located within any drainage, utility or fence maintenance easement.

19.5 Power of Disapproval - The Committee may refuse to grant permission to construct, place or make any requested improvement when:

- a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of the applicable restrictions.
- b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures.
- c) The proposed improvement or any part thereof would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other lot owners.

19.6 Duties of Committee - The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of the submitted material shall be retained by the Committee, or copies thereof in a reduced form, for its permanent files

and the second copy returned to applicant. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

19.7 Liability of Committee - Neither the Committee, any thereof or the Declarant shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Committee does not make any representation or warranty as to suitability or advisability of design, engineering, method of construction or the materials to be used.

20. Size of Dwellings, Garages and Paving - It is agreed that the minimum size home to be built on any lot shall be 1400 square feet of livable space for one-story dwellings and 1500 square feet of livable space for two-story dwellings, with the first floor of any two story home containing no less than 800 square feet of livable space. It is further agreed that all homes constructed on the property shall have a minimum two car attached garage, at a maximum a three (3) car garage, and an asphalt or concrete paved driveway no less than sixteen (16) feet wide at any point.

21. Exterior Construction - Single family detached dwellings, and any additions thereto, shall conform to the following restrictions:

- a) The finished exterior of every building constructed or placed on any lot may utilize vinyl siding or trim. Before application of any exterior material other than brick, stone or wood, all exterior and veneer, including roof materials, will be submitted and approved to assure uniformity of quality, safety, appearance and durability with other dwellings in the subdivision.
- b) No heat pumps, air conditioning units or gas meters will be installed in or on the front of a dwelling.
- c) If storm doors or storm windows are installed, they must be painted. No unfinished windows or doors will be allowed.
- d) All gutters and down-spouts other than copper must be painted or coated.
- e) All roof and fireplace flashing other than copper must be painted or coated.
- f) All metal roof or range vents will be painted or coated to blend with roof color. Every effort should be made to locate such vents to the rear of the dwelling.
- g) All basement and crawl space sump pumps must discharge into retention ponds, or alternate drainage plans must be submitted for Declarant's approval prior to construction.
- h) Every effort should be made to locate all plumbing vent stacks to rear of the dwelling, and to paint such stacks to match the roof or siding.
- i) The homes on Lots 26, 27, 28, 29, 99 must have a minimum of one hundred percent (100%) brick wrap, exclusive of doors, windows, porches, cantilevered areas, and the like, on the entire first floor of the structure.
- j) Any addition or reconstruction of a residence which utilized brick in the initial construction, shall maintain the same percentage of brick on the side of the house facing the street.
- k) Any addition or reconstruction shall comply with the provisions of this Declaration, and all

applicable provisions in the Zoning Commitments recorded against the subdivision.

22. **Driveway and Sidewalks** - All driveways shall be paved simultaneously with construction of the dwellings and the type of construction and materials must first be approved by the Committee.
23. **Mailboxes and Lights** - All mailboxes shall be of uniform design and colors, in accordance with the standards set forth by the Committee; and shall be installed by the builder simultaneously with the construction of the dwelling. All homes shall have a garage light on the exterior of the home or in the front yard which will operate by photocell or similar device from dusk to dawn.
24. **Signs** - Except for marketing and permanent signs that the Declarant may place at the project entrance or entrances, and signage placed by the builders at the entrance or on the model lots, no sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six (6) sq. Ft. may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.
25. **Garbage and Refuse Disposal** - No lot shall be used or maintained as dumping ground for trash. Rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in public view.
26. **Storage Tanks** - Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house so that they are completely concealed from view. Underground storage tanks shall conform to Federal, State and local standards of environmental management.
27. **Private Swimming Pools** - Only permanent in-ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring lots. All fencing shall conform to state, county and municipal regulations and shall be of harmonious design to the dwelling and adjoining properties. The use of plantings/screenings in the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties.
28. **Enforcement of Restrictions** - In the event there shall be any violation or attempted violation of any of these restrictions, it shall be lawful for the undersigned, the Association, or for any person owning any real property in this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from doing so or to recover damages from such violation, but neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these covenants and restrictions.
- No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation to a violation of any one or more of these covenants and restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these covenants and restrictions.
29. **Additional Acquired Property** - This Declaration shall apply to all sections of Ashland, as each section is platted; including but not limited to any additional real estate which is added to the development after the date of this Declaration. Any and all plat(s) for any section(s) of Ashland shall be subject to this Declaration simply by reference to the originally recorded Declaration, as amended, in each such Plat. However, even in the absence of such reference, all such sections of Ashland shall be deemed subject to this Declaration.
30. **General Provisions** - The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the owners of lots subject to such restrictions, subject to those mortgagees' rights set forth in paragraphs 14 and 16 above. Provided, however, that until all of the lots are sold in this subdivision by the



DESCRIPTION  
ASHLAND - SECTION ONE

A part of the Southwest Quarter of Section 36, Township 15 North, Range 4 East of the Second Principal Meridian in Franklin Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter of Section 36, Township 15 North, Range 4 East of the Second Principal Meridian in Franklin Township, Marion County, Indiana, thence South 01 degree 27 minutes 06 seconds West (assumed bearing) 1,341.10 feet on the west line of the southwest quarter of said Section 36 to the northwest corner of the South Half thereof; thence South 89 degrees 48 minutes 47 seconds East 751.73 feet on the north line of the South Half of said southwest quarter to the POINT OF BEGINNING of the herein described real estate parcel; thence North 03 degrees 42 minutes 07 seconds East 164.83 feet; thence North 09 degrees 17 minutes 49 seconds East 50.34 feet; thence South 88 degrees 32 minutes 54 seconds East 143.00 feet; thence South 88 degrees 32 minutes East 179.37 feet; thence North 01 degree 27 minutes 06 seconds East 65.00 feet; thence South 88 degrees 32 minutes 54 seconds East 286.99 feet; thence South 47 degrees 56 minutes 51 seconds East 88.81 feet; thence North 42 degrees 03 minutes 09 seconds East 168.00 feet; thence North 47 degrees 56 minutes 51 seconds East 219.35 feet to the southwesterly right-of-way line for Control Railroad, said right-of-way line being located 53 feet measured at right angles from the existing railroad tracks (40 feet measured at right angles from the center line of the railroad); thence South 47 degrees 54 minutes 54 seconds East 970.94 feet on said right-of-way line to a point of intersection of said right-of-way line and the north line of the South Half of the Southwest Quarter of said Section 36; thence North 89 degrees 48 minutes 47 seconds West 990.31 feet on said north line to the southwest corner of said quarter section and also the northwest corner of that real estate described in Instrument #77-57835 and recorded in said county recorder's office; thence South 01 degree 31 minutes 05 seconds West 1,336.67 feet on the west line of the Southeast Quarter of the Southwest Quarter of said Section 36 and also the west line of Instrument #77-57835 to the southwest corner thereof, said corner lies on the south line of the Southwest Quarter of said Section 36; thence North 89 degrees 59 minutes 46 seconds West 636.57 feet on the south line of said quarter section to the southeast corner of that real estate described in Instrument #97-194361 and recorded in said county recorder's office; thence North 01 degree 27 minutes 06 seconds East 1,333.18 feet; thence South 88 degrees 32 minutes 54 seconds East 52.59 feet to a point bearing South 03 degrees 42 minutes 07 seconds West from the POINT OF BEGINNING; thence North 03 degrees 42 minutes 07 seconds East 6.66 feet to the POINT OF BEGINNING of the herein described real estate, said tract contains 32.893 acres more or less.

**EXHIBIT A**  
SECTION ONE  
LEGAL DESCRIPTION

P.C. NO. \_\_\_\_\_  
TOWNSHIP \_\_\_\_\_  
S.S.A. \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

EXHIBIT B

BYLAWS  
OF  
ASHLAND H.A., INC.

ARTICLE I  
Name and Location

The name of the Corporation is ASHLAND H.A., INC., hereinafter referred to as the "Association"). The principal office of the Association shall be 10415 N. College Avenue, Indianapolis, IN - 46282, but meetings of members and directors may be held at such places within the State of Indiana as may be designated by the Board of Directors.

ARTICLE II  
Definitions

Section 1. "Developer" shall mean and refer to Bay Communities, LLC, an Indiana Limited Liability Company, its successors and assigns as a Declarant.

Section 2. "Association" shall mean and refer to ASHLAND H.A., INC. its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Development, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Development" shall mean and refer to the certain real estate described in the Declaration of Covenants and Restrictions of Ashland.

Section 5. "Lot" shall mean and refer to any plat of land designated for development of a single family residence; as shown upon the recorded subdivision Plat(s) of the Development, with the exception of the private easements, Landscape Easements , common areas, water retention areas, and the like.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions of Ashland, applicable to the Development, recorded in the Office of the Marion County Recorder, Indianapolis, Indiana.

ARTICLE III  
Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the

Members shall be held approximately one year from the date of incorporation, and each regular annual meeting of the Members shall be held as set by the Board of Directors, on a weeknight which is not a holiday, in the month of November of each year, at a time set by the Board.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A memberships.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be signed in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon the presence of the member at a meeting or upon conveyance by the member of his Lot.

#### ARTICLE IV

##### Board of Directors: Selection; Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board not to exceed five (5) Directors, each of whom shall be a member of the Association, excepting that the initial Board of Directors shall consist of two (2) members appointed by the Declarant, who shall serve at the Declarant's discretion until control of the Association is turned over to the residents.

Section 2. Term of Office. At the time of conversion of the Class B member to Class A member as defined by the Declaration, the

members shall elect one (1) director for a term of one (1) year, one (1) director for a term of (2) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of two (2) years to replace the director whose term has expired, excepting they may enlarge the Board to five members and prescribe the length of their term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses reasonably incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among members of the Association.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three

(3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the Act of the Board.

ARTICLE VII  
Powers and Duties of The Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

a) adopt and publish rules and regulations governing the use of common areas, playground areas, pool and other recreational facilities, and water retention areas as depicted upon the plats of Ashland.

b) suspend the voting rights and right of use of recreational, facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e) employ a manager, independent contractor, or such other employees as they deem necessary, and to prescribe their duties with regard to the maintenance and upkeep of the common areas, pool, recreation area(s), the water retention ponds, drainage improvements, and other maintenance obligations.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) cause to be kept a complete record of all its acts concerning corporate affairs and to make available to the members the corporate records within a reasonable time after request is made.

b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c) as more fully provided in the Declaration, to:

i) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

iii) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date and to bring an action at law against the owner personally obligated to pay the same;

d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

#### ARTICLE VIII Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be appointed annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed

from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The office of president and treasurer may be held by one person and the office of vice president and secretary may be held by one person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

a) The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all

checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX  
Committees

The Board of Directors shall appoint an architectural control committee, as provided in the Declaration, and nominating committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X  
Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI  
Assessments

As more fully provided in the Declaration, each Class A and Class B Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of two per cent (2%) per month and the Association may bring an action at law against the Owner personally obligated to pay the Assessment or foreclose the lien against the Property, interest, costs and reasonable attorney fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for assessments provided herein by non-use of the common areas, facilities or services of the Association. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but the lien of any delinquent assessments shall run with the land.

ARTICLE XII  
Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

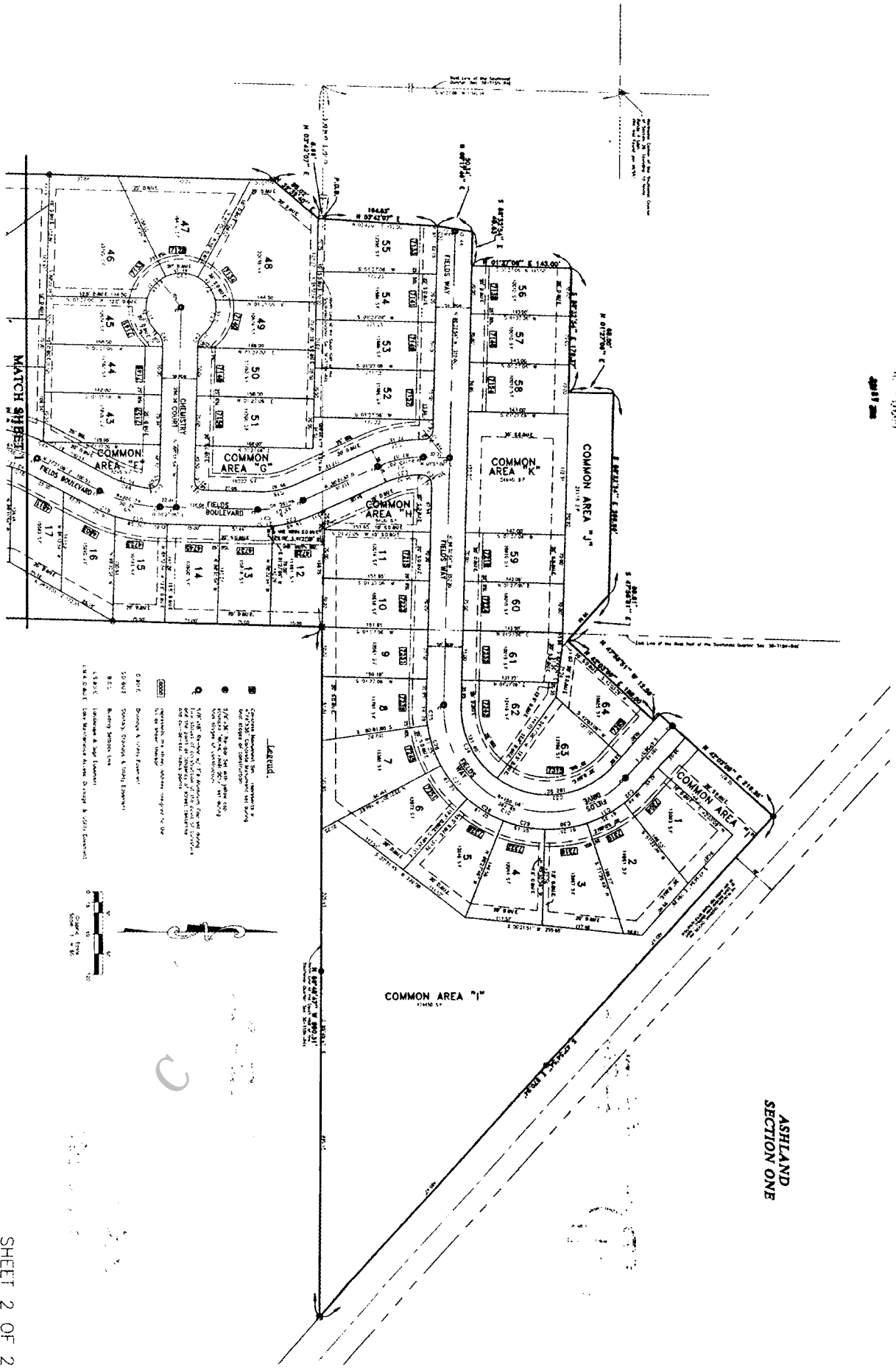
ARTICLE XIII  
Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

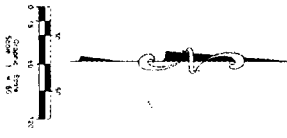
All references to gender herein, such as the use of the pronoun he, she, her, his, or the like, shall be considered to refer to either gender.



01-11-1999  
10:11 AM



- LEGEND**
- Common Boundary (to be confirmed by owner)
  - 20' Easement (to be confirmed by owner)
  - 10' Easement (to be confirmed by owner)
  - 5' Easement (to be confirmed by owner)
  - 1/4" Easement (to be confirmed by owner)
  - 1/8" Easement (to be confirmed by owner)
  - 1/16" Easement (to be confirmed by owner)
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  - 1/16615350762773624854223984600192" Easement (to be confirmed by owner)
  - 1/33230701525547249108447972200384" Easement (to be confirmed by owner)
  - 1/66461403051094498216895944400768" Easement (to be confirmed by owner)
  - 1/132922806102188996433791888801536" Easement (to be confirmed by owner)
  - 1/26584561220437799286757777760312" Easement (to be confirmed by owner)
  - 1/53169122440875598573515555520624" Easement (to be confirmed by owner)
  - 1/1063382448177511914670311110412248" Easement (to be confirmed by owner)
  - 1/212676489635502382934062222082496" Easement (to be confirmed by owner)
  - 1/425352979271004765868124444164992" Easement (to be confirmed by owner)
  - 1/850705958542009531736248888329888" Easement (to be confirmed by owner)
  - 1/1701411917084019063472497776659776" Easement (to be confirmed by owner)
  - 1/3402823834168038126954455553319552" Easement (to be confirmed by owner)
  - 1/6805647668336076253908911106719104" Easement (to be confirmed by owner)
  - 1/13611295336672152517817822213438208" Easement (to be confirmed by owner)
  - 1/27222590673344305035635644426876512" Easement (to be confirmed by owner)
  - 1/54445181346688610071227288853753024" Easement (to be confirmed by owner)
  - 1/10889036269337320142445557770750648" Easement (to be confirmed by owner)
  - 1/21778072538674640284891115441501296" Easement (to be confirmed by owner)
  - 1/43556145077349280569782230883002592" Easement (to be confirmed by owner)
  - 1/87112290154698561139564461761605184" Easement (to be confirmed by owner)
  - 1/17422458030939712278128932352230336" Easement (to be confirmed by owner)
  - 1/3484491606187942455625786470406672" Easement (to be confirmed by owner)
  - 1/6968983212375884911251557240813344" Easement (to be confirmed by owner)
  - 1/1393796642475176982252314481626688" Easement (to be confirmed by owner)
  - 1/2787593284950353964504628963253376" Easement (to be confirmed by owner)
  - 1/5575186569900707929009257926506752" Easement (to be confirmed by owner)
  - 1/11150373139801415578018515853013504" Easement (to be confirmed by owner)
  - 1/22300746279602831157603703110627008" Easement (to be confirmed by owner)
  - 1/44601492559205662315207406221254016" Easement (to be confirmed by owner)
  - 1/8920298511841132462441484424250304" Easement (to be confirmed by owner)
  - 1/1784059623682264892488888848500608" Easement (to be confirmed by owner)
  - 1/3568119247364529784977777697001216" Easement (to be confirmed by owner)
  - 1/7136238494729059569955555394002432" Easement (to be confirmed by owner)
  - 1/1427247698945811913991111178800464" Easement (to be confirmed by owner)
  - 1/2854495397891623827982222357600928" Easement (to be confirmed by owner)
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  - 1/11417981591564495311932888843043712" Easement (to be confirmed by owner)
  - 1/2283596318312899062386577768607424" Easement (to be confirmed by owner)
  - 1/4567192636625798124773155557214848" Easement (to be confirmed by owner)
  - 1/9134385273251596249546311114429792" Easement (to be confirmed by owner)
  - 1/1826877054650319249092722228859584" Easement (to be confirmed by owner)
  - 1/36537541093006384981844445777917168" Easement (to be confirmed by owner)
  - 1/7307508218601276996368889155543536" Easement (to be confirmed by owner)
  - 1/14615016437202553992737778311086784" Easement (to be confirmed by owner)
  - 1/29230032874405107985475556622173696" Easement (to be confirmed by owner)
  - 1/58460065748810215970951111324471392" Easement (to be confirmed by owner)
  - 1/11692013149760431954190222648882784" Easement (to be confirmed by owner)
  - 1/23384026299520863908380445297765696" Easement (to be confirmed by owner)
  - 1/46768052599041727816776890595531392" Easement (to be confirmed by owner)
  - 1/9353610519808345563355378119106784" Easement (to be confirmed by owner)
  - 1/1870722103961669112671115643821376" Easement (to be confirmed by owner)
  - 1/3741444207923338225342231287642752" Easement (to be confirmed by owner)
  - 1/7482888415846676450684462575285504" Easement (to be confirmed by owner)
  - 1/1496577683169335290137689515101008" Easement (to be confirmed by owner)
  - 1/29931553663386705802753790222202112" Easement (to be confirmed by owner)
  - 1/59863107326773411605507580444404224" Easement (to be confirmed by owner)
  - 1/1197262146535468321111111111111111" Easement (to be confirmed by owner)



ASHLAND  
SECTION ONE



