

Covenants

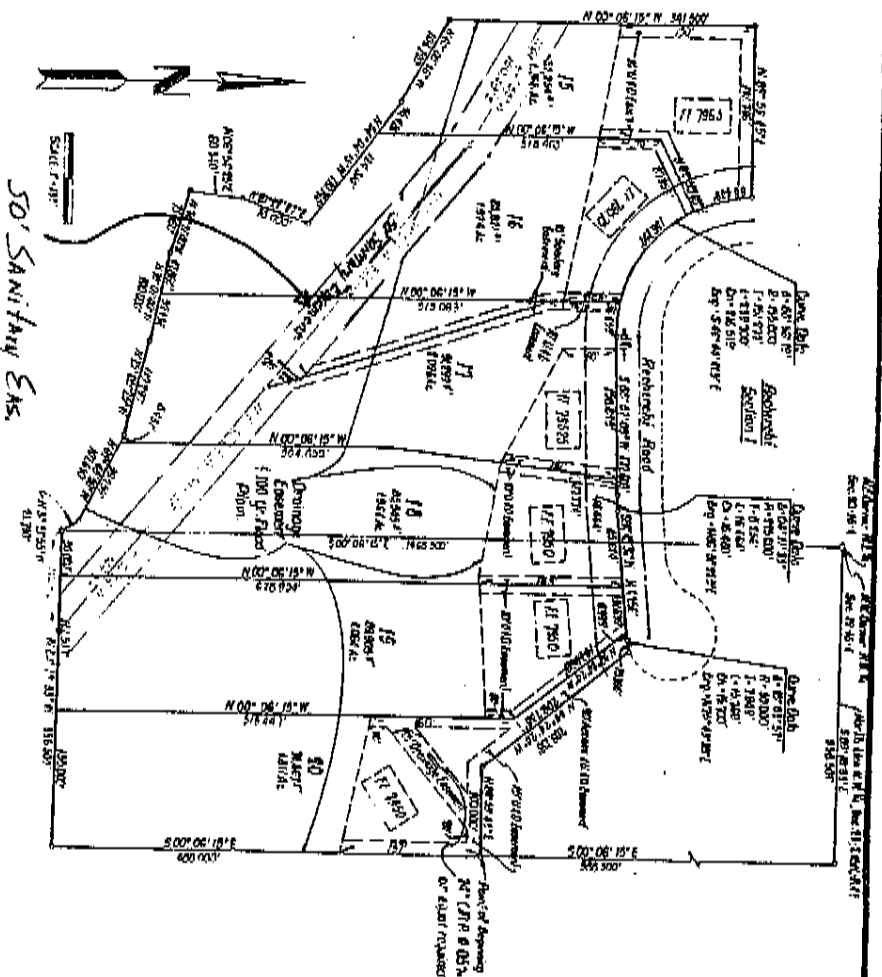
For

Brentwood Sec. II

4 pages

(NO separate DECLARATION)

Hamilton County



RECHERCHE

FINAL PLAT FOR

39049

SECTION II

SHEET 1 OF 2

RECEIVED FOR RECORD
AT 2 O'CLOCK P.M.

OCT 14 1982

BOOK 9 PAGE 112-113

Mary M. Glade

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the Northwest Quarter of Section 20, Township 18 North, Range 4 East and part of the Northwest Quarter of Section 20, Township 18 North, Range 4 East in Clay Township, Hamilton County, being more particularly described as follows:

Connecting at the Northwest corner of the Northwest Quarter of section 20, thence South 89°18'37" East on and along the center line of said quarter section a distance of 356.501 feet; thence South 00°05'12" East a distance of 500.500 feet to the point of beginning of the herein described land; thence South 00°06'15" East and parallel with the east line of said Northwest Quarter section a distance of 480.000 feet; thence North 89°18'37" West and parallel with the north line of said Northwest Quarter section a distance of 356.500 feet to a point on the center line of said quarter section, said point being south 00°06'15" East a distance of 1600.500 feet from the Northwest corner thereof, said point also being a point on the center line of Cook Creek; the next nine (9) courses being on and along the meanderings of the center line of Cook Creek; (1) thence North 33°21'58" West a distance of 134.250 feet; (2) thence North 82°40'59" West a distance of 107.500 feet; (3) thence North 28°01'40" West a distance of 100.000 feet; (4) thence North 28°01'40" West a distance of 23.000 feet; (5) thence North 06°38'23" East a distance of 60.310 feet; (6) thence North 07°22'27" East a distance of 26.000 feet; (7) thence North 54°04'15" West a distance of 126.210 feet; (8) thence North 07°06'15" West and parallel with the East line of the Northeast Quarter of said Section 20 a point on a meander of said quarter section having a radius of 191.766 feet to a point on a meander of said quarter section having a radius of 155.000 feet and an angle subtended by a curve southeasterly on and along the arc of said curve (said arc being a distance of 235.709 feet to the point of tangency of said curve; thence North 88°57'09" East and tangent to the East described curve a distance of 176.503 feet to the point of curvature of a curve concave northeasterly having a radius of 225.000 feet (said arc being subtended by a curve having a bearing of North 82°51'22.5" East and a length of 16.466 feet to the point of tangency of said curve; thence North 84°45'36" East a distance of 16.466 feet to the point of tangency of said curve; thence North 84°45'36" East and an angle of 189°35'57" concave northeasterly having a radius of 50.000 feet and an angle of 179°35'57" concave northeasterly having a radius of 50.000 feet (said arc being subtended by a curve having a bearing of North 75°43'30" East and a length of 15.700 feet); a distance of 100.000 feet; thence South 89°24'24" East a distance of 209.728 feet; thence North 07°55'57" East a distance of 100.000 feet to the point of beginning, containing in all 11.1167 acres, subject, however, to all legal highways, rights-of-way and easements of record.

This subdivision consists of 6 lots, numbered from fifteen (15) to twenty (20), both inclusive, and streets as shown hereon. The size of lots and widths of rights-of-way of streets are shown on this plat, in figures denoting feet and decimal parts thereof.



Created Date: day of 1982

MARY M. GLADE, Surveyor

507 L. WALKER
Engineering and Surveying Co., Inc.
Cincinnati, Ohio

FINAL PLAT FC

RECHERC

SECTION II

SHEET 2 OF 2

Commission's Certificate.

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF CARMEL, AS FOLLOWS:

Board of Public

Adopted by the Carmel City Plan Commission at a meeting held

August 17, 1982.

THIS PLAT WAS GI
CITY OF CARMEL,

Rosalind McCast
Secretary

CARMEL CITY PLAN COMMISSION
William Murray
President

August

THE SUBDIVIDER AGREEMENT For Recherche' Section II

The developer shall be responsible for any drainage problems including standing water, flooding and erosion control, which arise or become evident at any time during the 3 year maintenance period after release of subdivision bonds, and which is attributable to a deficiency in subdivision drainage design or construction of drainage improvements. This shall include all pipes, structures, swales, ditches and ponds which are pertinent features to the proper drainage of the subdivision.

Board of County C

This responsibility of the developer shall not, however, include problems which are created, subsequent to the completion of the subdivision improvements by the improper grading by individual builders, or structures and improper grading installed or accomplished by individual homeowners.

UNDER AUTHORITY F
ASSEMBLY OF THE S
GIVEN APPROVAL BY
AT A MEETING HELD

It is the intent of this requirement, that the developer shall, specifically, provide such sub-surface drains, or storm sewers or ditches as are required to properly rectify any drainage problem or sub-surface water problem which was not contemplated in the original approved subdivision design, including, but not restricted to, disposal of sub-surface water from footing drains of individual lots.

August

Paul E. Estridge Corp.
1326 South Rangeline
Carmel, Indiana 46032

Christopher R. White
WITNESS

By: Paul E. Estridge
Paul E. Estridge, President

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AT 4 O'CLOCK P M

DATE

8/13/82

OCT 14 1982
BOOK 9 PAGE 112
Mary H. Clark
RECORDER HAMILTON COUNTY, INDIANA

FINAL PLAT FOR

RECHERCHE

SECTION II

SHEET 2 OF 2

ENACTED BY THE
AMENDATORY
L OF THE CITY
E CITY OF CARMEL,

Board of Public Works and Safety Certificate. For Recherche' Subdivision Section II

g held

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CARMEL, INDIANA, AT A MEETING HELD

SSION

August 21, 1982

Sam A. Reiman
Chairman
Dorothy J. Hancock
Secretary

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Board of County Commissioners Certificate. For Recherche' Subdivision Section II

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UNDER AUTHORITY PROVIDED BY CHAPTER 47, ACTS OF 1951, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, INDIANA, AT A MEETING HELD

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August 16, 1982

BOARD OF COMMISSIONERS OF HAMILTON COUNTY,
INDIANA.

Jesse Roudelush
Chairman
George F. Stevens
Commissioner
Phil Henderson
Commissioner

idga
sident

RECEIVED FOR RECORD
AT 4 O'CLOCK PM

OCT 14 1982
BOOK 9 PAGE 112-113
Mary J. Clark
RECORDED HAMILTON COUNTY, INDIANA

DULY ENTERED FOR TAXATION

14th day October, 1982

Barbara J. Jennings Auditor
Hamilton Co...

RECORDED HAMILTON COUNTY PLANS

PLAT COVENANTS

The undersigned, contract seller and contract purchaser of the above described real estate, hereby certify that they do lay off, plat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be known and designated as "Recherche" - Section No. 1 an addition in Hamilton County, Indiana.

The streets, if not heretofore dedicated, are hereby dedicated to the public.

There are strips of ground as shown on this plat and marked "U to Basement" which are hereby reserved for natural drainage and the use of public utilities, not including transportation easements, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject to all lines to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements, and the lot owners shall be required to keep the natural drainage free of obstructions so that the flow of water will be unimpeded to the rights of the public utilities, including gas, electric, telephone, cable, and other utilities, including but not limited to, sewer, water, gas, steam, and other utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building, structure or accessory building shall be erected closer to the side of any lot than 30 feet. However, any proposed construction closer than 30 feet to the side of any lot must be approved by the "Recherche - Section No. 1 Homeowners' Association, Inc.", ("Homeowners' Association"). Where buildings are erected on more than one single lot this restriction shall apply to the combined lots as if they were one single lot, and the restriction applied based on the distance from the building to the lot subject to the combined lot. If the Homeowners' Association does not exist or ceases to exist at any time, the responsibilities herein delegated to the Homeowners' Association shall be performed by the undersigned owner.

All lots in this subdivision shall be used solely for residential purposes, unless alternative uses, such as permitted home occupations, are consented to by the Homeowners' Association and are permitted under applicable zoning laws. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, and a private garage for not more than 4 cars, residential accessory buildings and amenities. No portion of any lot may be sold or subdivided so that there will be thereby a greater number of lots than the original number platted.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2700 square feet in the case of a one-story structure, nor less than 1700 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 1400 square feet of finished and livable floor area.

No construction vehicles, trucks or trailers shall be erected or situated on any lot herein, except for use by the builder during the construction of a proper structure, which builder's temporary construction structures shall be promptly removed upon completion of the proper structure.

All motor vehicles belonging to owners of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, motor home of any kind (including, but not limited to, travel trailers, horse trailers, camper trailers, etc.) shall be kept or parked upon said lot except, if kept from view of neighboring residences and streets or within a garage or other approved structure.

DULY ENTERED FOR TAXATION

14th day October 1982
Barbara J. Jennings Auditor
Hamilton County

No advertising signs, "For Rent" or "For Sale" signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except "For Sale" signs erected by builder and/or the developer for the initial sale of the lot(s) and/or the home(s). After the initial sale, no other sign will be permitted.

All clothes lines, equipment, garbage cans, service yards, wood piles, or any other items shall be kept from view of neighboring lots and streets. All rubbish, trash or garbage shall be disposed of outside any residence shall be regularly removed through the premises and shall not be allowed to accumulate thereon. All clothes lines shall be confined to patio areas.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free of weeds and trash and otherwise neat and attractive in appearance. In the event the owner of any lot fails to do so in a manner satisfactory to the Homeowners' Association, the Homeowners' Association shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be a special assessment against such lot and the owner thereof.

The Homeowners' Association may make assessments to cover any costs incurred in enforcing these covenants or in maintaining any maintenance or other activity which is the responsibility of the Homeowners' Association or of a lot owner hereunder but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking of the maintenance of other activity.

No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

No noxious, unlawful, or otherwise offensive activity shall be carried on on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No private, or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedures as provided by the applicable public health agencies or other civil authority having jurisdiction and as approved by the Homeowners' Association. No septic tank, absorption field or any other method of sewage disposal shall be located or constructed on any lot or lots herein except as approved by said health authority and the Homeowners' Association.

No construction shall be commenced nor any building or fence be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such construction have been approved as to the compatibility with existing structures and with the intent of these covenants, by the Homeowners' Association or by their duly authorized representatives. If the Homeowners' Association fails to act upon any plans submitted to it for its approval within a period of sixty (60) days from the submission date of the application, the owner may proceed then with the building or construction activity according to the plans so submitted. Neither the Homeowners' Association nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for the Homeowners' Association or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damages or other dues for such violation.

No wall, hedge or shrub planting which obstructs sight lines at elevations between and 5 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area to remain on the street property lines and a line connecting points 25 feet from the intersection of said street lines in the case of a rounded property corner from the street line to the street lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street line with the edge of a driveway pavement or alley line. No trees shall be permitted to remain within such distances of such intersections unless the foliage lines is maintained at sufficient height to prevent obstruction of such sight lines.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until July 1, 1982, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department, its successors or assigns.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

No owner of any lot hereon shall have the right to renege against annexation of that lot to the Town of Carmel.

In witness whereof, the contract seller, contract purchaser and subdividers of the above described real estate have hereunto caused their names to be subscribed:

Contract Purchaser and Subdivider
Paul L. Stridger Corp.
1376 South Rangeline
Carmel, Indiana 46032

Contract Seller
Ronald Gerald
2245 Learning Cross Road
Carmel, Indiana 46032

By: *Paul L. Stridger, President*
STATE OF INDIANA
COUNTY OF HAMILTON

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Ronald Gerald and Paul L. Stridger and acknowledged their execution of this instrument as their voluntary act and deed and affixed their signatures thereto.

Witness my signature and seal this 12th day of August, 1982

By Commission Expires: July 2, 1984
By County of Residence is: Hamilton

Henricks
Commissioner's Certificate

ORDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF CARMEL, AS FOLLOWS:

Adopted by the Carmel City Plan Commission at a meeting held August 17, 1982.

William M. ...
Carmel City Plan Commission
Secretary

This Instrument Prepared by: Sol C. Miller
Mid-States Engineering Co., Inc.
Civil Engineering - Photogrammetry - Surveying
107 North Pennsylvania Street