

# Covenants

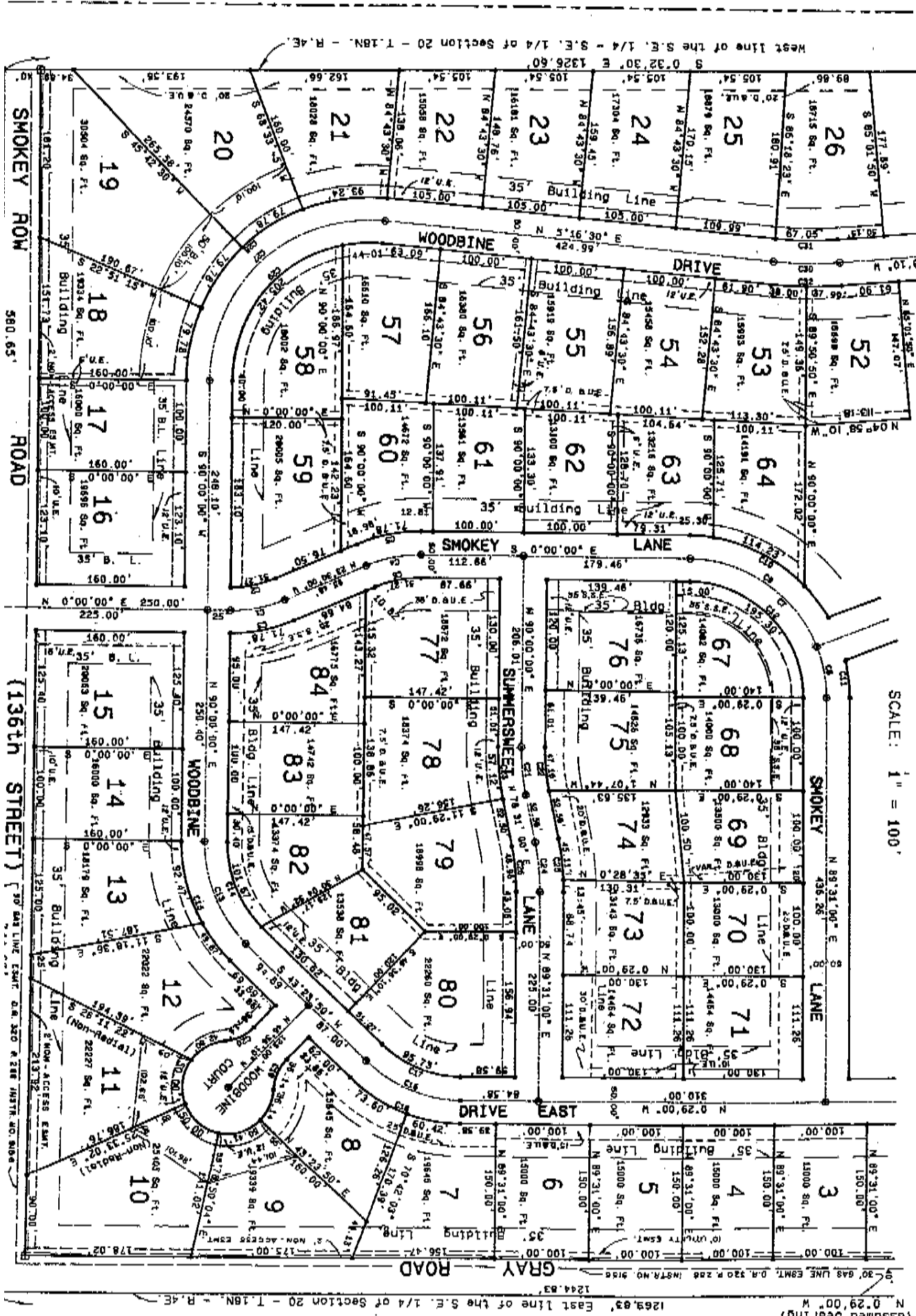
For

SMOKEY KNOLL SEC ONE - 5 PAGES

Plat Book 13 p. 11B

(NO SEPARATE DECLARATION)

Hamilton County



RECEIVED  
 FEB 20 11 02 AM '07  
 SHAW-WALKER BERRY  
 HAMILTON, IN  
 SR 13 P-117

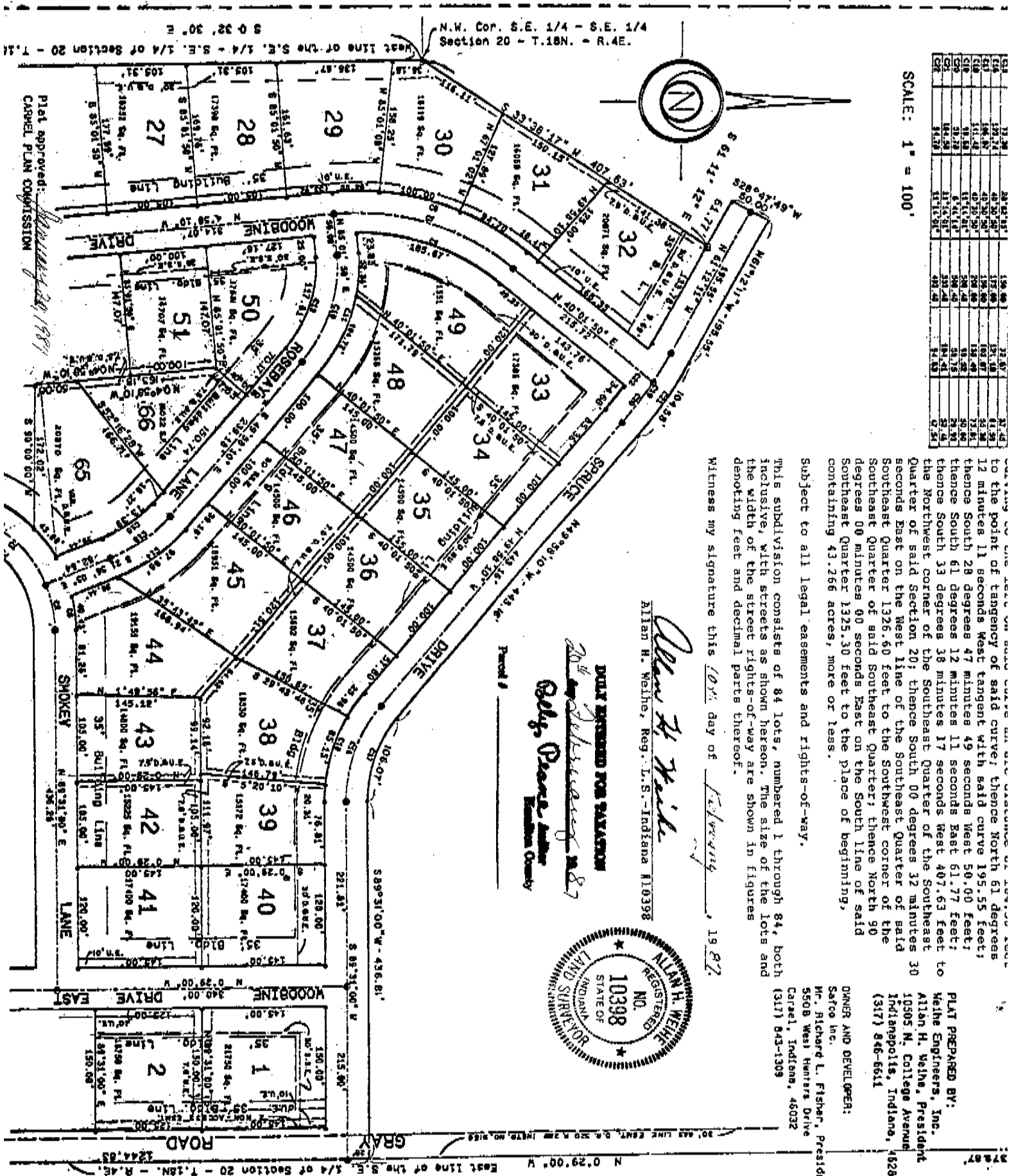
- = COPPERWELD SET
  - = IRON PIPE SET
  - = CONIC MONUMENT SET (4" x 4" x 36")
- To be set in field after construction is completed

SCALE: 1" = 100'

Lot No.	Area (Sq. Ft.)	Perimeter (Feet)	Area (Sq. Ft.)	Perimeter (Feet)	Area (Sq. Ft.)	Perimeter (Feet)	Area (Sq. Ft.)	Perimeter (Feet)
3	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
4	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
5	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
6	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
7	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
8	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
9	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
10	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
11	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
12	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
13	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
14	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
15	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
16	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
17	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
18	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
19	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
20	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
21	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
22	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
23	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
24	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
25	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
26	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
29	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
30	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
31	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
32	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
33	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
34	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
35	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
36	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
37	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
38	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
39	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
40	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
41	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
42	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
43	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
44	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
45	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
46	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
47	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
48	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
49	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
50	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
51	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
52	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
53	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
54	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
55	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
56	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
57	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
58	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
59	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
60	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
61	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
62	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
63	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
64	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
67	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
68	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
69	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
70	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
71	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
72	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
73	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
74	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
75	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
76	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
77	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
78	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
79	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
80	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
81	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
82	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
83	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00
84	1500.00	150.00	1500.00	150.00	1500.00	150.00	1500.00	150.00

West line of the S.E. 1/4 - S.E. 1/4 of Section 20 - T.18N. - R.4E.  
 East line of the S.E. 1/4 - S.E. 1/4 of Section 20 - T.18N. - R.4E.

Smoky Knoll  
Section One



SCALE: 1" = 100'

12.94	26.23	156.88	127.67	37.14
42.50	40.50	156.88	127.67	61.50
41.48	40.50	156.88	127.67	54.78
40.50	40.50	156.88	127.67	50.00
39.52	40.50	156.88	127.67	45.78
38.54	40.50	156.88	127.67	42.00
37.56	40.50	156.88	127.67	38.78
36.58	40.50	156.88	127.67	36.00
35.60	40.50	156.88	127.67	33.78
34.62	40.50	156.88	127.67	32.00
33.64	40.50	156.88	127.67	30.78
32.66	40.50	156.88	127.67	30.00
31.68	40.50	156.88	127.67	29.78
30.70	40.50	156.88	127.67	29.50
29.72	40.50	156.88	127.67	29.22
28.74	40.50	156.88	127.67	28.94
27.76	40.50	156.88	127.67	28.66
26.78	40.50	156.88	127.67	28.38
25.80	40.50	156.88	127.67	28.10
24.82	40.50	156.88	127.67	27.82
23.84	40.50	156.88	127.67	27.54
22.86	40.50	156.88	127.67	27.26
21.88	40.50	156.88	127.67	26.98
20.90	40.50	156.88	127.67	26.70
19.92	40.50	156.88	127.67	26.42
18.94	40.50	156.88	127.67	26.14
17.96	40.50	156.88	127.67	25.86
16.98	40.50	156.88	127.67	25.58
16.00	40.50	156.88	127.67	25.30
15.02	40.50	156.88	127.67	25.02
14.04	40.50	156.88	127.67	24.74
13.06	40.50	156.88	127.67	24.46
12.08	40.50	156.88	127.67	24.18
11.10	40.50	156.88	127.67	23.90
10.12	40.50	156.88	127.67	23.62
9.14	40.50	156.88	127.67	23.34
8.16	40.50	156.88	127.67	23.06
7.18	40.50	156.88	127.67	22.78
6.20	40.50	156.88	127.67	22.50
5.22	40.50	156.88	127.67	22.22
4.24	40.50	156.88	127.67	21.94
3.26	40.50	156.88	127.67	21.66
2.28	40.50	156.88	127.67	21.38
1.30	40.50	156.88	127.67	21.10
0.32	40.50	156.88	127.67	20.82

8703990

RECEIVED FOR RECORD

FEB 20 11 00 AM '87

SHARON L. CHERRY RECORDER HAMILTON CO., IN

Et 13 Pg 116-117-118

N.E. Cor. S.E. 1/4 Section 20 - T.18N. - R.4E.

1379.87'

PLAT PREPARED BY: Weihe Engineers, Inc. Allan H. Weihe, President 10505 N. College Avenue Indianapolis, Indiana, 46280 (317) 846-6611

OWNER AND DEVELOPER: Safco Inc. Mr. Richard L. Fisher, President 5508 West Hunters Drive Carmel, Indiana, 46032 (317) 843-1309

I, a registered Land Surveyor in the State of Indiana, do hereby certify that the within plat represents a survey of a portion of Part of the Southeast Quarter of Section 20, Township 18 North, Range 4 East, in Clay Township, Hamilton County, Indiana, described as follows:

Beginning at the Southeast corner of the Southeast Quarter of Township 18 North, Range 4 East; thence North 00 degrees 00 seconds West (assumed bearing) on the East line of the Southeast Quarter 1269.83 feet; thence South 89 degrees 00 seconds West 436.81 feet to the point of beginning; thence to the right having a radius of 150.00 feet; thence to the right on said curve an arc distance of 107.07 feet to the point of tangency of said curve; thence North 58 degrees 58 minutes 10 seconds West tangent with said curve 16 feet to the point of curvature of a curve to the right having a radius of 533.40 feet; thence Northwesterly on said curve an arc distance of 104.58 feet to the point of tangency of said curve; thence North 61 degrees 00 seconds West tangent with said curve 195.55 feet; thence North 47 degrees 47 minutes 49 seconds West 50.00 feet; thence North 12 degrees 12 minutes 11 seconds East 61.77 feet; thence North 38 degrees 38 minutes 17 seconds West 407.63 feet to the Southeast corner of the Southeast Quarter of the Southeast Quarter of Section 20; thence South 00 degrees 32 minutes 00 seconds West on the West line of the Southeast Quarter of said Section 20; thence South 00 degrees 32 minutes 00 seconds West 1326.60 feet to the Southwest corner of the Southeast Quarter of said Section 20; thence North 90 degrees 00 seconds East on the South line of said Section 20; thence North 90 degrees 00 seconds East 1325.30 feet to the place of beginning, containing 16 acres, more or less.

Legal easements and rights-of-way.

This plat consists of 84 lots, numbered 1 through 84, both streets as shown hereon. The size of the lots and street rights-of-way are shown in figures and decimal parts thereof.

I execute this 10th day of February, 1987.

Allan H. Weihe

Allan H. Weihe, Reg. L.S.-Indiana #10398

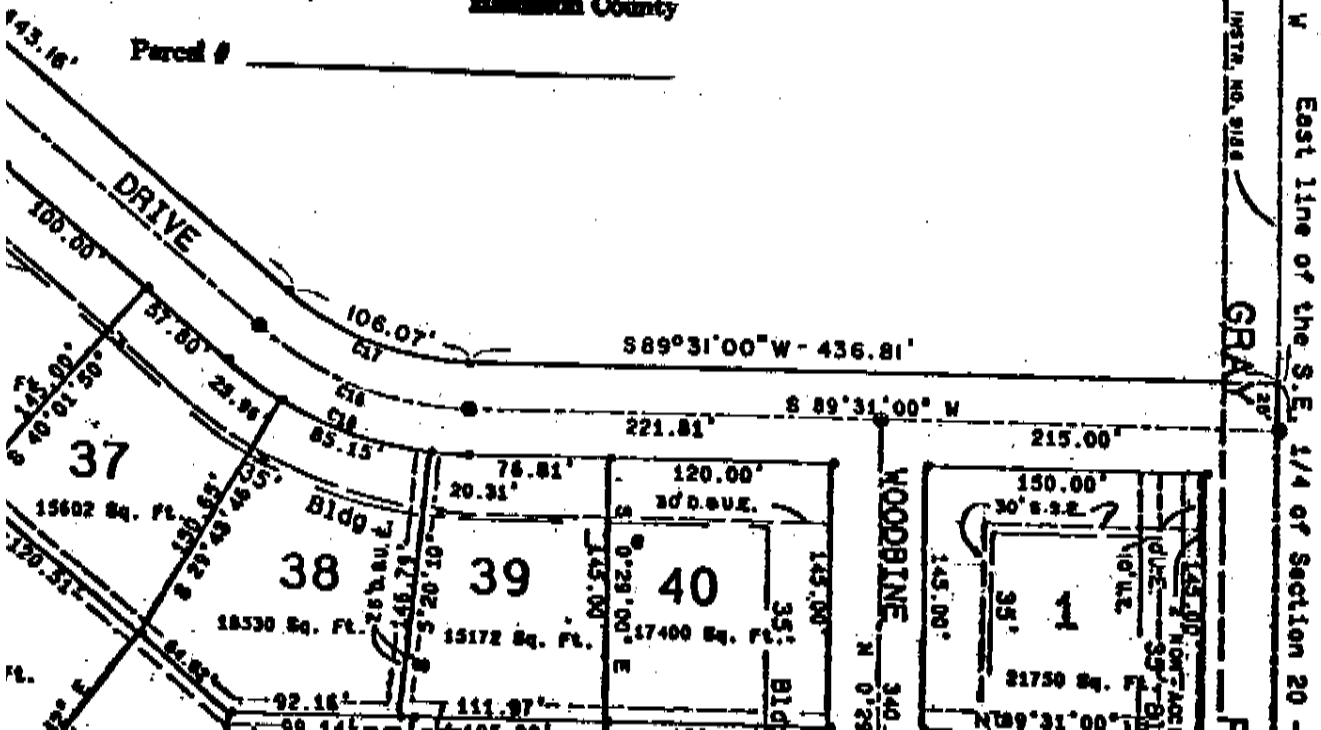
DULY ENTERED FOR TAXATION

20th February 1987

Billy Peace Auditor Hamilton County



Parcel #



For Additional Dev. Restrictions See 8-17-87 87039953

For Certificate of Completion #37 See Hamilton Co. Plat Book 19-15-88

30' GAS LINE ESRT. O.R. 200' R. 200' INSTR. NO. 5185 East line of the S.E. 1/4 of Section 20 - GRAY

RECEIVED  
FOR RECORD

FEB 20 11 02 AM '11

SHARON T. CHERI  
RECORDER  
HAMILTON CO., I

BK 13 Pgs 118

## SMOKEY KNOLL - SECTION ONE COVENANTS AND RESTRICTIONS

The undersigned, SAFCO INC., by Richard Fisher owner of the real estate shown and described herein, does hereby certify that he has laid off, platted and subdivided and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat.

This subdivision shall be known and designated as SMOKEY KNOLL subdivision in Hamilton County, Indiana. All streets shown and not heretofore dedicated are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than Nineteen Hundred (1900) square feet in the case of a one story structure, nor less than Twelve Hundred (1200) 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 Nineteen Hundred (1900) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement, garage, barn, or other out-building or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed or detached storage building erected or used as an accessory to a residence in this subdivision shall be of permanent type of construction and conform to the general architecture and appearance of such residence.

No fence shall be erected in this subdivision between the building lines and the property line of the streets as shown on the within plat, except with the approval of the Developer, which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building structure or accessory building shall be erected closer to the side of any lot than Ten (10) feet. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No structure in this subdivision, without special approval from the Developer shall exceed two and one-half (2 1/2) stories or Twenty-five (25) feet in height measured from finished grade to the underside of the eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No boat, trailer, or camper of any kind (including but not in limitation thereof, house trailers, camping trailers, or boat trailers), or any disabled vehicle shall be kept or parked on any lot except within a garage or other approved structure.

No building shall 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 building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by Developer, owner of the herein described real estate, or by their duly authorized representatives. If the Developer fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither Developer nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

In the event storm water drainage from any lot flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

Outlets for sump pump water will be provided for each lot in this subdivision by the developer or home builder at the time of lot development. If during excavation of the foundation for crawl space or basement, ground water is encountered, or if the house location is in an area of high water table (as per Hamilton County Surveyor or City of Carmel), an outlet will be provided directly to a storm sewer or approved open ditch with plastic pipe. The route of outlet will be via platted easements and approved by proper agencies. Where a storm sewer exists on or directly adjacent to a subject lot, all sump pumps shall tie directly to storm sewer via underground pipe. Lots not located in an area of high water table may outlet sump pump water in the rear yard, no closer than 25 feet from established lot lines or platted easements.

Construction of any sump pump outlet will commence only when appropriate construction plans have been submitted and approved by the proper agencies and applicable permits issued from the local building authority. Where construction will be in established drainage and/or utility easements, approval must be obtained from City of Carmel or Hamilton County Surveyor. The maintenance of drainage pipes and facilities for discharging sump pumps shall be the responsibility of the individual homeowner and/or a homeowner's association.

Geo-thermal heat pumps shall be of the closed loop type only.

No noxious, unlawful, or other offensive activity shall be carried out 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.

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No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

All lot owners will be required to install, or have installed, at least one gas or electric "dusk to dawn" yard light in the front yard. All garages opening to the street shall have automatic door controls.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of SMOKEY KNOLL.

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 from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then the Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-five (25) years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of Ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgement or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the City of Carmel.

OWNER and SUBDIVIDER  
SAFCO, INC.

by Richard Fisher  
Richard Fisher



State of Indiana ) ss:  
County of Hamilton )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared SAFCO INC. by Richard Fisher who acknowledged the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of NOVEMBER, 1986.

Notary Public Forbes Dalton  
FORBES C. DALTON  
My Commission Expires FEB. 12, 1989 County of Residence MARION

UNDER AUTHORITY PROVIDED BY CHAPTER 178, ACTS OF 1979, 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:

Adopted by the Carmel City Plan Commission at a meeting held February 20 1987.

CARMEL CITY PLAN COMMISSION  
Richard Albright  
President  
RICHARD ALBRIGHT

Rosalind Mc Cart  
Secretary  
ROSALIND MC CART

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CARMEL, INDIANA, AT A MEETING HELD ON: February 17, 1987

Jane A. Reiman  
Jane A. Reiman - Mayor

Billy L. Walker  
Clerk & Treasurer  
BILLY L. WALKER

Fred Swift  
FRED SWIFT

This instrument prepared by Allan H. Weihs

DULY ENTERED FOR TAXATION  
20<sup>th</sup> February 1987  
Billy L. Walker  
Clerk & Treasurer  
Parcel # \_\_\_\_\_