The street shall be shown and described as PERMITTED RESIDENTIAL SUBDIVISION in Hamilton County, Indiana. All streets shown and not heretofore dedicated are hereby dedicated to the public.

The proposed building setback lines are hereby established as shown on this plat, between which line and the property lines of the streets, there shall be erected or maintained no building or structure.

There are streets of grades as shown on this plat and method available and traffic engineer, approved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject to all rules of the proper authorities and is the assessment herein reserved. In permanent or other structures shall be of masonry or masonry-veneer or shall be retained in the style 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 necessary to such use shall be erected therein.

No 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-eighth open porches and garages, shall be not less than five hundred (500) square feet in the case of a single story structure, or one less than forty (400) 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 six hundred seventy-five (775) square feet of finished and heated floor area. All garages shall be attached to the residence dwelling and be not more than one car size.

In no instance shall a fence, screen, hedge, landmark, garage, barn, or any other non-building or temporary structure be used for temporary or permanent residences on any lot in this subdivision. An attached garage, level area or contained storage building annexed or used as an accessory to a residence in this subdivision shall be of permanent type of construction and scale to the general architecture and appearance of such residences.

In no case 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 fence shall not exceed six (6) feet in height unless due to a decorative nature. No fences shall be permitted in extreme for storm water, recreation or ornamentation.

In building structures or temporary buildings shall be erected close to the side of any lot less than 200 (200) feet, where buildings are erected on more than one lot, the width of the street shall be measured between the building line as designated in the plat and the property line of the lots bordered.

In no instance, smaller or quieter of any kind (including but not limited to lawn mowers, heat coolers, instructing small ornaments), or even disabled vehicles shall be kept or parked on any lot except within a garage or other approved structure.

All mail boxes to be of uniform design and color as selected by the Developer.

All yard lights to be of uniform design and color as selected by the Developer.

All plumbing and sanitary works that constitute each shall be at the rear of the house.

All water and utility meters shall be located at the rear of the house.

All landscaping to be approved by the Developer and front yards must be improved prior to occupancy unless hazard cannot permit where front landscaping must be completed by no later than the following May 10.

All accessways to be paved asphalt or concrete.

All houses to have concrete walks or sidewalks from front door to driveway.

All metal garage doors to be of aluminum or steel.

All houses and developments to be painted.

In no building shall be erected, planted or allowed on any building lot in this subdivision until the building plans, specifications, and specifications of the building lot showing the location and appearance of which shall be approved by the Developer, or the lots described real estate, or by any duly authorized representatives. The Buyer at this subdivision are the standard plans and specifications, the Developer or its representatives may require that the minimum standards be submitted in order to maintain uniformity and quality with existing structures. If the Developer fails to act upon any plans submitted to it for approval within a period of fifteen (15) days from the submission date of the plans, the Buyer may proceed with the building according to the plan as approved. Neither Developer nor its designated representative 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 prevent such drainage to continue, without restriction or obstruction, across the downhill lot and into the natural drainage channel or source, even though no specific drainage statement for such flow of water is provided on said plat.

Guideline for the pump water shall be provided for each lot in this subdivision by the Developer or home builder at the time of its development. If due to topographic or presence of water or other severe consequences, the homes located to be an area of high water table (as per Hamilton County Surveyor or City of Carmel), the Developer shall be responsible for the installation of proper drainage or other means of controlling the water.
sinks will be provided directly to a storm sewer or approved open ditch with suitable pipe. The route of outlet will be decided upon and approved by proper authorities. Where a storm sewer exists on or directly adjacent to a subject site, the outlet may be made direct to the storm sewer via underground pipe. Let not located in an area of high water table may outlet any pump water in the rear yard, no closer than ten feet from established lot lines or platted surveys.

Construction of any storm pump outlet will commence only when appropriate construction plans have been submitted and approved by the proper agencies and the permit issued from the local building authorities. Where construction will be in maintained drainage and utility easements, approval must be obtained from City of Carmel or Hamilton County Engineer. The maintenance of drain line pipes and facilities for discharging storm pump water shall be the responsibility of the individual homeowner and/or a homeowner's association.

Basement heat pumps shall be of the sealed unit type only.

It is desirable, useful, or otherwise effective activity shall be carried out on any lot in this subdivision, nor shall anything be done which may in any way become an annoyance or nuisance to the neighborhood.

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.

No structure shall be required to install or have installed, as at least one gas or electric "dusk to dawn" yard light in the front yard.

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

Let owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the plat of proposed subdivision.

It shall be the duty of the owner of each lot in the subdivision to keep the property properly and to keep the lot free from weeds and grass and other nuisance and in appearance. Should any owner fail to do so as to make the property unattractive and the owner shall upon demand reimburse developer for the expense incurred in re-landscaping.

The owners of each lot shall show equally the cost of maintaining in a good condition and repair any sign installed by developer and located in the "No Foot Screen and Sign Easement" as shown on lot 1 and lot 5, and distinctly visible for such purposes shall have the right of ingress and egress to and from the points of lot 1 and lot 5, as designated as "No Foot Screen and Sign Easement.

The following 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, and which time said covenants, or restrictions, shall be automatically extended for additional periods of ten (10) years whenever changed by vote of a majority of the common owners or the building owners by these covenants, or restrictions, in whole or in part. Violation of any of these covenants or restrictions, by judgment or suit, shall be in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these presentments by injunction, together with the right to recover the damages by due process of law, of any structure or part thereof removed, or maintained in violation hereof, is hereby declared to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

To render any lot shown herein shall have the right to reconstruct against asumption of any lot in the City of Carmel.

ORDER AND EQUITABLE INTEREST: By

Pete A. Entzinger, President

State of Indiana

County of Hamilton

Signature

County Public Works

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Pete A. Entzinger, acknowledged the execution of the foregoing instrument as their voluntary act and deed, for the purpose therein expressed.

Witness by hand and Notarial Seal this day of _______________ 1991.

Notary Public, State of Indiana

By Commission expires: _______________

County of President, _______________

UNDER AUTOMATIC PROMULGATED IN CAPITOL 105, ACTS OF 1979, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AUTHORIZED THEREUNDER, AND AN ORDAINS ADOPTED BY THE GENERAL COUNCIL OF THE CITY OF CARMEL, INDIANA, THEREFORE HAD GIVEN APPROPRIATION TO THE CITY OF CARMEL AS FOLLOWS:

ADOPTED by the Carmel City Council at a meeting held

CARMEL CITY COUNCIL

NEXT OF M. H. F. E. JOHNSON

DEPARTMENT OF COMMUNITY DEVELOPMENT, CARMEL, INDIANA

COUNTY COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY INDIANA CODE 36-1-1-3, THIS PLA T IS GIV EN APPL Y TO THE BOARD OF COUNTY COMMISSIONERS OF

HAMILTON COUNTY, INDIANA, AT FRIDAY, MARCH 20, 1993.

Steven H. Entzinger, President

H. E. Johnson, Chairman

William Neely

Ferry Potter, Secretary-Treasurer

This instrument prepared by James J. Wilson, 3031 East 56th Street, Indianapolis, Indiana 46220 - (317) 844-7018

AGREEMENT 2 OF 2