Thistlewood Section One

The undersigned, Robert C. Langston of Hamilton County in the State of Indiana, being the owners of record of all of the above described tract of land, hereby lay off, plat and subdivide into lots and streets such tracts and do hereby dedicate for public use any of such streets not previously dedicated, in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed and shall run with the land contained in such plat.

The within plat shall be known and designated as THISTLEWOOD, SECTION ONE, a subdivision in Hamilton County, State of Indiana.

All lots in this subdivision are reserved for residential use, and to building other than a single family residence or structure or facility accessory in use thereon 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 be not less than sixteen hundred (1600) square feet in the case of a one-story structure, or not less than nine hundred (900) square feet in the case of a multiple story structure. Further, no structure of more than one story shall have less than an aggregate of eighteen hundred (1800) 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, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, cool shed, or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No fences shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Architectural Control Committee, 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 10 feet. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundary of the multiple lots.

No structure in this subdivision shall exceed 1 1/2 stories or 25 feet in height measured from finish grade to the underside of 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 building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building has been approved as to conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of the undersigned owners of the described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining members or members shall have full authority to approve or disapprove any such building 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 with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The utility easements shown on the within plat are reserved as easements for use of city or county in which this subdivision is located, owners in this subdivision, and public utility companies for the installation, use, maintenance, repair, and removal of sewer, water mains, utility poles, wires and other facilities or utilities necessary or incidental to the common welfare and use and occupancy for residential purposes of the houses to be erected in this subdivision. No building or other structure, except walks or driveways, shall be erected or maintained upon, over, under, or across any such utility strip for use as a sidewalk, herein, and owners in this subdivision shall take title to the land contained in such utility strip subject to perpetual easement herein reserved.

The Cable TV Easements shown on the within plat are reserved for the approved franchisees "Company" and its successors and assigns. Forever, the easement and right from time to time hereafter to erect, install, lay, use, maintain, replace, increase or decrease the size of and remove coaxial cable and other fixtures and appurtenances for the purpose of transmitting and distributing radio and television signals by way of said coaxial cable, on, over, under and across said easement. This also includes the right of ingress and egress for all purposes incident to such easement, and the "Company" is hereby granted the express right to make clearances of brush and debris from said property in order to successfully install and maintain said coaxial cable.

No campers, trailers, boats, or similar vehicles shall be parked on any lot in this subdivision unless the same shall be parked in such a manner that it is not visible to the occupants of the lots in this subdivision, the users of any street in this subdivision.

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.

If gas-thermal heat pumps are used, they shall have a closed-loop system.

The lot owners in this subdivision have the maintenance responsibility for the sidewalks that adjoin their lot.
The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by swale, ditch, or storm sewer. No structures other than storm water drainage structures, retaining walls, or elevated walks and driveways shall be erected in, on, over, under, or across any such easement; except that a drainage easement may also be used as a utility strip, and structures permitted in a utility easement may be erected therein provided that they do not interfere with the flow of water. Owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easement herein reserved.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made in 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.

Nonresidents, livestock, or poultry of any description shall be raised, bed, 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.

It shall be the duty of the owner of each lot in this 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 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.

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.

The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Said provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this plat, and thereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision it is agreed to change the covenants in whole or in part.

Investigation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Witneses by signature this 18th day of March, 1984.

Robert C. Lengston
Sue G. Lengston
STATE OF INDIANA )
COUNTY OF HAMILTON ) SS.

Before me, the undersigned Notary Public, in and for the County and State, personally appeared
Robert C. Lengston, who acknowledged the execution of the foregoing instrument as their voluntary
act and deed, for the purposes therein expressed.

And Sue G. Lengston
HAMILTON COUNTY PUBLIC
COUNTY OF RESIDENCE: HAMILTON

My Commission Expires 6-23-85

UNDER 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 CAMEL, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF CAMEL, AS FOLLOWS:

Adopted by the Carmel City Plan Commission at a meeting held
March 20, 1984

CARMEL CITY PLAN COMMISSION

COUNTY COMMISSIONERS CERTIFICATE

UNDER AUTHORITY PROVIDED BY ACTS OF 1982, PUBLIC LAW 1, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, INDIANA, AT A MEETING HELD ON
March 5, 1984.

This instrument prepared by Allen H. Weine.

WEINE ENGINEERS INC.
10005 NORTH COLLEGE AVENUE
INDIANAPOLIS, INDIANA 46290

CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

Parcel #