

**Plat Restrictions for
Briar Creek Section 2
(Book 5-2, p. 136)**

The undersigned, SCHUTZ & THOMPSON, INC. by Kenneth Thompson and John T. Schutz, its President and Secretary, respectively, owner of the real estate described in the plat of [sic] does hereby lay off, plat and subdivide the same in accordance with the foregoing plat of "Briar Creek - Section Two". This subdivision shall be known and designated as "Briar Creek-Section Two" and shall be subject to the following:

PROTECTIVE COVENANTS.

1. The streets shown upon the plat, if not heretofore dedicated, are hereby dedicated to public use.
2. There are strips of ground shown upon the plat as utility easements which are hereby reserved for use of public utilities for installation and maintenance of poles, wires, mains, ducts, drains and sewers, subject at all times to the authority of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, but the owners thereof shall take their title subject to the rights of such utilities and to the rights of owners of other real estate in this subdivision for ingress and egress, in, along and through the several strips so reserved. Fences may be erected on said strips. Additional reservations of utility easements may be made by separate recorded instrument.
3. All parcels of real estate shown in the foregoing plat as numbered parcels shall be known and designated as residential lots (hereinafter called "Lots"). No structure shall be erected, altered, placed or permitted to remain on such Lot other than single family dwellings.
4. No trailer, shacks or outhouses of a permanent or temporary nature shall be erected or situated on any Lot except during the period of construction of a proper structure and for the use by the builder for his material and tools.
5. Building lines as shown on the plat in feet back from the street property line are hereby established, between which line and the street property line there shall be erected or maintained no building structure of any kind or part thereof.
6. No residence having a ground floor area exclusive of open porches and garages of less than 1100 square feet in the case of a one story structure or 900 feet in case of a higher structure shall be erected or maintained on any Lot or Lots in this subdivision.
7. No building shall be erected, placed or altered on any Lot in such subdivision until and unless the building plans, specifications and plot plan showing the location of such buildings have been approved as to conformity and harmony of external design and location with existing structures in the subdivision and as to the topography and finished ground elevation of such Lot by Schutz & Thompson, Inc. or any person to whom the right of such approval has been assigned by Schutz & Thompson, Inc; PROVIDED, HOWEVER, that such requirements shall be conclusively deemed satisfied for all purposes if any such building or alteration is substantially completed without the filing by Schutz & Thompson, Inc. or such assignee of an action to enjoin such erection or alteration. The requirement set forth in this Paragraph 7 may be assigned only in writing by Schutz & Thompson, Inc. to any person or entity, and may be waived in writing by Schutz & Thompson, Inc. or any successor or assign, with respect to any Lot or Lots.
8. No noxious trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done herein which may become an annoyance or a nuisance to the neighborhood at large.
9. Any person acquiring title to any portion of the real estate of the foregoing subdivision shall take the same

subject to all of the terms, covenants, conditions, provisions and restrictions herein contained and those contained in any Declaration of Covenants and Restrictions hereafter placed of record in Hamilton County, Indiana by Schutz & Thompson, Inc. prior to the acquisition of title by such person, and subject to any amendments of or supplements to any such Declaration of Covenants and Restrictions theretofore or thereafter made pursuant to the terms of such Declaration of Covenants and Restrictions. None of the Common Properties shall be deemed dedicated to public use except by specific dedication hereafter made, and Schutz and Thompson Inc. reserves the right to make any such dedication at any time hereafter, so long as it is the owner of such Common Property.

10. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for any person owning real estate in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to prevent him or them from doing so or to recover damage or other amounts for such violation.

11. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect until January 1, 2000, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the Lots in this subdivision, it is agreed to change said covenants, in whole or in part. If a Declaration of Covenants and Restrictions is hereafter recorded, the same may be amended in any manner therein provided.

12. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment of court order shall in no wise effect [sic] any of the provisions which shall remain in full force and effect.

13. In the event storm water drainage from any lot or lots flow [sic] across another lot, provisions 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.

Schutz & Thompson, Inc.

by *Kenneth Thompson, President*

Attest: *John T. Schutz, Secretary*

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 Town Board of Trustees of the Town of Carmel, Indiana, this plat was given approval by the Town of Carmel, Indiana as follows:
Approved by the Town Plan Commission at a Meeting held February 2, 1975.

President

Secretary