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Mary A. Clark  
RECORDER, HAMILTON CO., IN

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DECLARATION OF RESTRICTIONS  
FOR BRADFORD KNOLL

THIS DECLARATION, made this 27 day of October, 1995 by  
Bradford Ridge Development Company, LLC (hereinafter referred to as the  
"Developer");

WITNESSETH:

WHEREAS, the Developer is the owner of all the land contained in  
the area shown on Exhibit A, attached hereto and made a part hereof,  
which lands are part of an Entire Development to be known as Bradford  
Knoll, Sections 1A and 1B (with Section 1A hereinafter referred to as  
the "Development") and as more particularly described on the plat  
thereof as Instrument No. 9559458 recorded in the  
Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential  
lots situated within the platted areas of the Development and before  
doing so, desires to subject and impose upon all real estate within the  
platted areas of the Development mutual and beneficial restrictions,  
covenants, conditions and charges (hereinafter referred to as the  
"Restrictions") under a general plan or scheme of improvement for the  
benefit of the lots and lands in the Development and the future owners  
thereof, while including the Development in the Association and under  
the jurisdiction of the Committee of the Entire Development;

NOW, THEREFORE, the Developer hereby declares that all of the  
platted lots and lands located within the development as they become  
platted are held and shall be held, conveyed, hypothecated or  
encumbered, leased, rented, used, occupied and improved, subject to the  
following Restrictions, all of which are declared and agreed to be in  
furtherance of a plan for the improvement and sale of said lots and  
lands in the Development, and are established and agreed upon for the  
purpose of enhancing and protecting the value, desirability and  
attractiveness of the Development as a whole and of each of said lots  
situated therein. All of the Restrictions shall run with the land and  
shall be binding upon the Developer and upon the parties having or  
acquiring any right, title or interest, legal or equitable, in and to  
the real property or any part or parts thereof subject to such  
Restrictions, and shall inure to the benefit of the Developer and every  
one of the Developer's successors in title to any real estate in the  
Development.

1. DEFINITIONS. The following are the definitions of the terms  
as they are used in this Declaration.

A. "Committee" shall mean the Bradford Knoll Development  
Committee composed of the Developer or three members appointed by the

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Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove members of the Committee.

B. "Association" shall mean the Bradford Knoll Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Hamilton County, Indiana.

D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

F. "Entire Development" shall mean the subdivision known as Bradford Knoll, including existing and future sections.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning or approval proceedings before the applicable development approval body in the Town of Fishers, or Hamilton County, Indiana. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the applicable approval body and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Prohibited Improvements. Sheds, outbuildings, above ground pools, antennae, satellite disks which exceed twenty-four (24) inches in diameter, or clothes lines shall not be erected or placed on any lot. Solar panels may not be erected or placed on the front or side roof of any house. Lawn ornaments are permitted in rear yards only.

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C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plat within the Development, but shall in no case contain less than 1300 square feet of living area for a one-story dwelling and 1600 square feet of living area for a two-story dwelling.

B. Residential Setback Requirements.

(i) Front Setbacks. Unless otherwise provided in these restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

(ii) Side Yards. The side yard setback lines shall not be less than 15 feet between structures on adjacent lots.

(iii) Rear Yards. The rear setback line shall be at least 25 feet from the rear lot line.

C. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed, and all fences shall be wooden or of a synthetic material which has the appearance of wood. All fences shall be constructed so that the finished side thereof shall face the adjacent lots. Except for temporary decorative fences in the yards of model homes while being used as model homes, fences shall not be erected beyond the setback lines in the front yard. However, corner lots (those with two (2) frontages) may erect a fence up to five feet (5') beyond the side yard setback line which faces a street.

D. Tree Preservation. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

E. Mailboxes and Post Lamps. Mailboxes and post lamps are required to be installed by the builder on each lot. The approved

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mailbox shall be Caporale medium custom on a 6" by 6" post. Post lamps shall be uniform.

F. Landscaping. Each lot shall have a planting and mulching plan approved by the Committee prior to development. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18"); and a minimum of two (2) trees, with shade trees at least two and one-quarter inches (2 1/4") in caliper and ornamental or evergreens trees at least six feet (6') in height.

G. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 6/12. There shall be a separation of one lot before a house type, elevation or color shall be repeated on the same side of the street. The same house type, elevation or color cannot be located directly across the street from one another.

H. House Approval. All houses in the development shall first be approved by the Developer or its designee.

I. Committee Approval. All fences, awnings, satellite dishes less than 24 " in diameter (as to screening, location and landscaping), additions and other improvements shall be approved by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme.

J. Garages Required. All residential dwellings in the Development shall include an enclosed garage.

K. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

L. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

M. Sales of Lots by Developer. Every lot within the Development shall be sold to an approved builder or developed by the Developer.

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N. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

O. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers. Sanitary sewer manholes shall not be placed under or located within one foot (1') horizontally of any pavement, including driveways or sidewalks. All homeowners not serviced by gravity sanitary sewer service are responsible for all maintenance and repair of grinder pumps and force mains from the residence to its connection to the gravity sanitary sewer.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution

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or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Knoll. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but, except for negligence or unworkman like product or services, neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. In the event of any legal action being taken under the terms of this paragraph, the prevailing party shall be entitled to recover reasonable attorneys fees.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Furthermore, the Developer, Association or any public or governmental division or entity shall have the right to enter upon lots which abut or encroach a pond for purposes of maintenance or upkeep. Except for negligence or unworkmanlike products or services, neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

10. DURATION.

The foregoing covenants and 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, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, executed by the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of

RECORDED  
IN  
OFFICE OF  
THE  
RECORDER OF  
HAMILTON COUNTY,  
INDIANA



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running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

13. LIEN OF ASSESSMENT.

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The initial assessment for Owners in the Development shall be \$100.00 per year, subject to changes as provided for in the By-Laws of the Association.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 27 day of October, 1995.

BRADFORD RIDGE DEVELOPMENT COMPANY, LLC  
By: The Bradford Group, Inc., as the  
Managing Member

By:   
James L. Brothers, President

INSTRUMENT

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STATE OF INDIANA }  
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that corporation and the limited liability company.

Witness my hand and seal this 27 day of October, 1925.

Jan Fitenater  
Signature

Jan Fitenater  
Printed

My Commission Expires: 10-29-99 NOTARY PUBLIC

County of Residence: Marion



This instrument was prepared by Stephen D. Mears, Attorney at Law, 8395 Keystone Crossing, Suite 100, Indianapolis, Indiana 46240

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BRADFORD KNOLL  
SECTION 1A

A part of the Northeast Quarter of Section 7, Township 17 North, Range 5 East in Delaware Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 15 minutes 41 seconds West (assumed bearing) along the East line of said Northeast Quarter 824.11 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 15 minutes 41 seconds West along said East line 943.81 feet, said point being 442.2 feet South of the South line of the Northeast Quarter of said Northeast Quarter Section; thence North 89 degrees 16 minutes 45 seconds West parallel with the South line of the Northeast Quarter of the Northeast Quarter Section 446.60 feet; thence North 00 degrees 43 minutes 15 seconds East 109.03; thence North 38 degrees 14 minutes 19 seconds West 211.11 feet; thence North 51 degrees 45 minutes 41 seconds East 10.00 feet; thence North 38 degrees 14 minutes 19 seconds West 125.00 feet; thence North 25 degrees 07 minutes 16 seconds West 120.40 feet; thence North 34 degrees 19 minutes 39 seconds West 173.55 feet; thence North 62 degrees 49 minutes 11 seconds East 215.20 feet; thence North 82 degrees 55 minutes 22 seconds East 222.77 feet; thence North 60 degrees 47 minutes 14 seconds East 112.75 feet; thence North 71 degrees 48 minutes 35 seconds East 147.21 feet; thence North 52 degrees 05 minutes 31 seconds East 130.39 feet; thence South 89 degrees 44 minutes 19 seconds East 45.00 feet to the place of beginning containing 11.853 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

EXHIBIT "A"

METES/176901A  
REV MARCH 1, 1995  
BEJ-R, WAB-F

32.00  
11  
1/10/1997

9709734311

Cross Reference: Instrument No. 9559458

9709734311  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
On 08-20-1997 At 11:18 am.  
AMEND DECL 32.00

**FIRST AMENDED DECLARATION OF RESTRICTIONS  
FOR BRADFORD KNOLL**

THIS DECLARATION, made this 1 day of August, 1997 by  
Bradford Ridge Development Company, LLC (hereinafter referred to as the "Developer");

**WITNESSETH:**

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands are part of an Entire Development to be known as Bradford Ridge, Section 2 and Bradford Knoll, Sections 1A and 1B (with Bradford Knoll, Sections 1A and 1B hereinafter referred to as the "Development") and as more particularly described on the plat hereof as Instrument No. 9559459 and Instrument No. 973812 recorded in the Office of the Clerk of Hamilton County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof, while including the Development in the Association and under the jurisdiction of the Committee of the Entire Development;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. For a period of five years after the sale of the last lot in the Development, Developer specifically reserves unto itself the right and privilege to include additional real estate as a part of the Entire Development.

1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Bradford Ridge Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove members of the Committee.

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O. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

#### 4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health, and comply with the following:

(i) No storm water (subsurface or surface) shall be discharged into sanitary sewers.

(ii) Pavement or concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of any sanitary sewer, manhole or clean-out casting.

(iii) The Association and/or individual lot owners are responsible for all repairs and replacement to retaining/landscaping/entrance walls and landscaping which are located within a sanitary sewer or utility easement due to the construction or maintenance of the sanitary sewer facilities.

(iv) All homeowners not serviced by gravity sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the residence to its connection to the sanitary sewer.

(v) There shall be no discharge of clear water sources (foundation drains, sump pumps, roof drains, etc.) into the sanitary sewers.

#### 5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.



B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion, unless such alteration is approved by the governmental entity having jurisdiction over drainage and storm sewer systems and/or easements.

J. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

#### 6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

The Development is being platted under the cluster provisions of the applicable zoning ordinance. Each common facility depicted on the recorded plat of the Development shall remain private; and the common area shown on the plat can never be separated from the plat, nor developed. The Developer's execution or recording of the plat or the doing of any other act by the Developer is not, nor is intended to be, nor shall be construed as, a dedication to the public of the common facilities. Ownership of the common

facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in this Declaration of Restrictions. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate; and shall be deemed to have been accepted by the Association upon the recording of the deed conveying such common facilities.

#### 7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed in law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but, except for negligence or unworkmanlike product or services, neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. In the event of any legal action being taken under the terms of this paragraph, the prevailing party shall be entitled to recover reasonable attorneys fees.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Furthermore, the Developer, Association or any public or governmental division or entity shall have the right to enter upon lots which abut or encroach a pond for purposes of maintenance or upkeep of the pond. Except for negligence or unworkmanlike products or services, neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

#### 8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES.

The unindented titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

10. DURATION.

The foregoing covenants and 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, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, executed by the Association and at least 75% of the lot owners, which shall include both existing and future sections in the Entire Development. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

13. LIEN OF ASSESSMENT.

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing

Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The initial assessment for Owners in the Development shall be \$115.00 per year, subject to changes as provided for in the By-Laws of the Association.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 21 day of July, 1997.

BRADFORD RIDGE DEVELOPMENT COMPANY, I.L.C

By: The Bradford Group, Inc., as the Managing Member

By: James L. Brothers  
James L. Brothers, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that corporation and the limited liability company.

Witness my hand and seal this 21 day of August, 1997.

John F. Fitewater  
Signature

John F. Fitewater  
Printed

NOTARY PUBLIC

My Commission Expires: 10-29-98

County of Residence: Marion

This instrument was prepared by Stephen D. Mears, Attorney at Law  
50 East 91st Street, Suite 206, Indianapolis, Indiana 46240

BRADFORD KNOLL  
SECTION 1A

A part of the Northeast Quarter of Section 7, Township 17 North, Range 5 East in Delaware Township, Hamilton County, Indiana, being more particularly described as follows.

Commencing at the Northeast corner of said Northeast Quarter, thence South 00 degrees 15 minutes 41 seconds West (assumed bearing) along the East line of said Northeast Quarter 824.11 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 15 minutes 41 seconds West along said East line 943.81 feet, said point being 442.2 feet South of the South line of the Northeast Quarter of said Northeast Quarter Section; thence North 89 degrees 16 minutes 45 seconds West parallel with the South line of the Northeast Quarter of the Northeast Quarter Section 446.60 feet; thence North 00 degrees 43 minutes 15 seconds East 109.03; thence North 38 degrees 14 minutes 19 seconds West 211.11 feet; thence North 51 degrees 45 minutes 41 seconds East 10.00 feet; thence North 38 degrees 14 minutes 19 seconds West 125.00 feet; thence North 25 degrees 07 minutes 16 seconds West 120.40 feet; thence North 34 degrees 19 minutes 39 seconds West 173.55 feet; thence North 62 degrees 49 minutes 11 seconds East 215.20 feet; thence North 82 degrees 55 minutes 22 seconds East 222.77 feet; thence North 00 degrees 47 minutes 14 seconds East 112.75 feet; thence North 71 degrees 48 minutes 35 seconds East 147.21 feet; thence North 52 degrees 05 minutes 31 seconds East 130.39 feet; thence South 89 degrees 44 minutes 19 seconds East 45.00 feet to the place of beginning containing 11 853 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

AND:

BRADFORD KNOLL  
SECTION 1B

A part of the Northeast Quarter of Section 7, Township 17 North, Range 5 East in Delaware Township, Hamilton County, Indiana, being more particularly described as follows

Commencing at the Northeast corner of said Northeast Quarter, thence South 00 degrees 15 minutes 41 seconds West (assumed bearing) along the East line of said Northeast Quarter 1767.92 feet to a point being 442.2 feet South of the South line of the Northeast Quarter of said Northeast Quarter Section said point also being the Southeast corner of Bradford Knoll Section 1A, recorded as Instrument #9559459 in Plat Cabinet 1, Slide 623 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 16 minutes 45 seconds West along the South line of said Bradford Knoll Section 1A and parallel to the South line of the Northeast Quarter of the Northeast Quarter Section 446.60 feet to the POINT OF BEGINNING; thence continuing North 89 degrees 16 minutes 45 seconds West parallel with the said South line 1003.91 feet; thence North 35 degrees 35 minutes 09 seconds East 235.06 feet; thence North 40 degrees 02 minutes 36 seconds East 141.88 feet; thence North 55 degrees 08 minutes 29 seconds East 10.05

feet; thence North 45 degrees 40 minutes 59 seconds East 151.39 feet; thence North 45 degrees 21 minutes 47 seconds East 145.89 feet; thence North 57 degrees 10 minutes 39 seconds East 123.26 feet; thence North 69 degrees 46 minutes 50 seconds East 110.84 feet; thence South 34 degrees 19 minutes 39 seconds East 173.55 feet; thence South 25 degrees 07 minutes 16 seconds East 120.40 feet; thence South 38 degrees 14 minutes 19 seconds East 125.00 feet; thence South 51 degrees 45 minutes 41 seconds West 10.00 feet; thence South 38 degrees 14 minutes 19 seconds East 211.11 feet; thence South 00 degrees 43 minutes 15 seconds West 109.03 feet to the place of beginning containing 8.520 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

EXHIBIT "A"  
PAGE 2 OF 2

12-20  
①

Instrument  
9609640996

(Cross Reference: 9559458)

9609640996  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
On 09-27-1996 At 02:25 pm.  
CERC 10.00

**AFFIDAVIT OF CORRECTION**

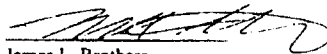
James L. Brothers, being first duly sworn upon his oath, says:

1. He was the President of The Bradford Group, Inc., Managing Member of the Bradford Ridge Development Company, LLC, the Declarant in the Declaration of Restrictions for Bradford Knoll ("Declaration"), dated October 27, 1995 and recorded November 3, 1995 as Instrument No. 9559458 in the Office of the Recorder of Hamilton County, Indiana.

2. Section 1. B. defines "Association" to mean the Bradford Knoll Homeowners Association, Inc. and should have referred to the adjacent development and its association, Bradford Ridge Homeowners Association, Inc.

3. This correction reflects the true intent of the Declarant, i.e., that one association, Bradford Ridge Homeowners Association, provide assistance for both developments.

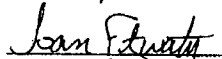
Further, Affiant says not.

  
James L. Brothers

STATE OF INDIANA     )  
                                  )     SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, who acknowledged the execution of the foregoing Affidavit of Correction for and on his company's behalf.

Witness my hand and seal this 27 day of August, 1996.

  
Notary Public

  
Printed



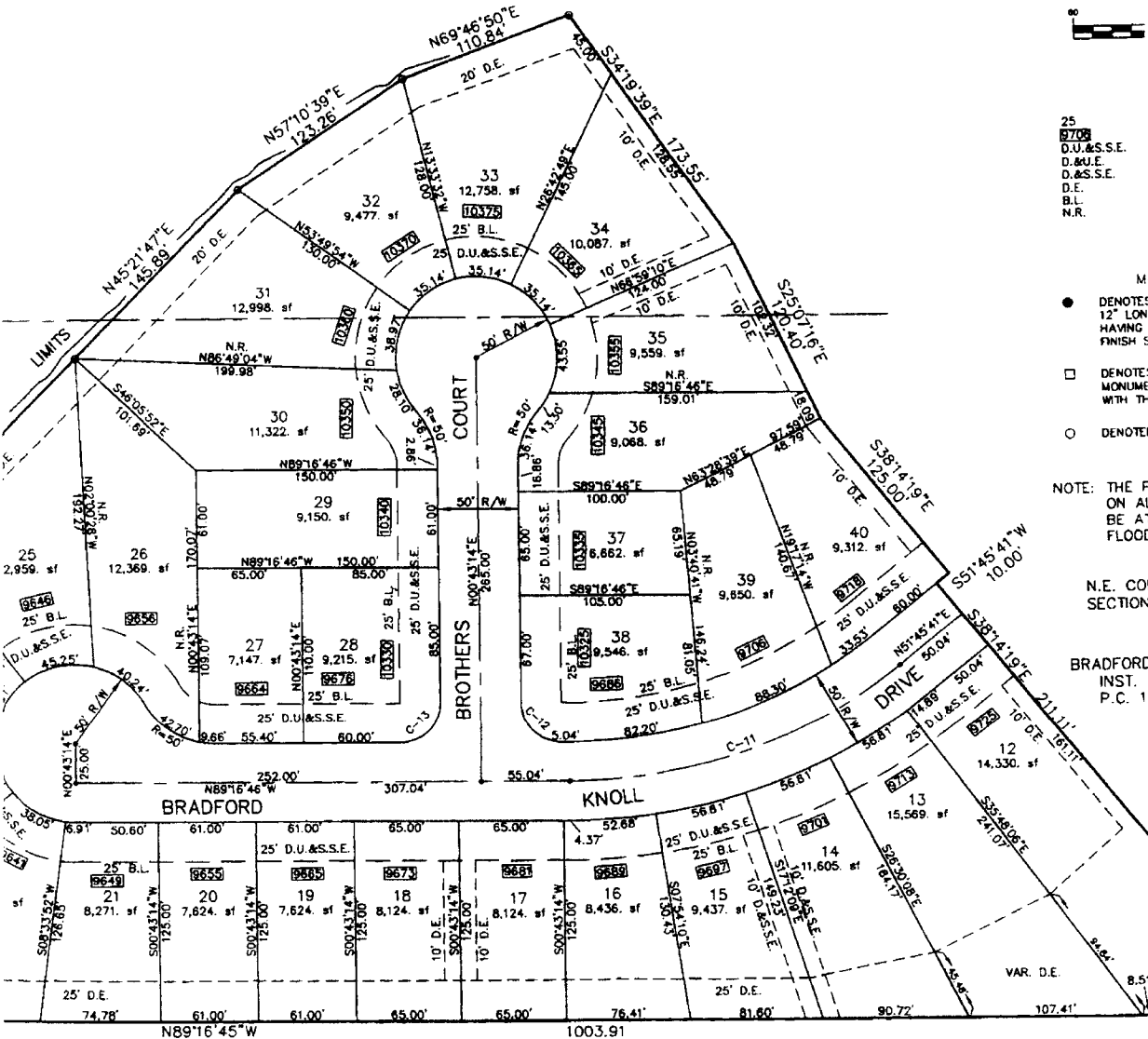
Commission Expires 10-29-98  
Hamilton County resident

This instrument prepared by Stephen D. Meurs, Attorney at Law, 50 East 91st Street  
Suite 206, Indianapolis, IN 46240

# BRADFORD KNOLL

## SECTION 1B

### SECONDARY PLAT



25  
9706  
D.U.&S.S.E.  
D.&U.E.  
D.&S.S.E.  
D.E.  
B.L.  
N.R.

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○ DENOTE:

NOTE: THE F  
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FLOOR  
N.E. COF  
SECTION

BRADFORD  
INST. 1  
P.C. 1

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-11	325.00'	220.99'	114.96'	216.76'	N71°14'28"E	38°57'33"
C-12	25.00'	39.27'	25.00'	35.36'	N44°16'46"W	90°00'00"
C-13	25.00'	39.27'	25.00'	35.36'	N45°43'14"E	90°00'00"



THIS INSTRUMENT PREPARED BY:  
DENNIS D. OLMSTEAD  
STOEPPELWERTH AND ASSOCIATES INC.  
9940 ALLISONVILLE ROAD  
P.O. BOX 509007  
INDIANAPOLIS, INDIANA 46250  
PHONE: (317) 848-5935

BRADFORD KNOLL  
SECTION 1B

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 7, Township 17 North, Range 5 East in Delaware Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 15 minutes 41 seconds West (assumed bearing) along the East line of said Northeast Quarter 1767.92 feet to a point being 442.2 feet South of the South line of the Northeast Quarter of said Northeast Quarter Section said point also being the Southeast corner of Bradford Knoll Section 1A, recorded as instrument #9559459 in Plat Cabinet 1, Slide 823 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 16 minutes 45 seconds West along the South line of said Bradford Knoll Section 1A and parallel to the South line of the Northeast Quarter of the Northeast Quarter Section 446.80 feet to the POINT OF BEGINNING; thence continuing North 89 degrees 16 minutes 45 seconds West parallel with the said South line 1003.91 feet; thence North 35 degrees 35 minutes 09 seconds East 235.06 feet; thence North 40 degrees 02 minutes 36 seconds East 141.88 feet; thence North 55 degrees 08 minutes 29 seconds East 10.05 feet; thence North 45 degrees 40 minutes 59 seconds East 151.39 feet; thence North 45 degrees 21 minutes 47 seconds East 145.89 feet; thence North 57 degrees 10 minutes 39 seconds East 123.25 feet; thence North 69 degrees 46 minutes 50 seconds East 110.84 feet to the Northwest corner of said Bradford Knoll, Section 1A, the following six (6) courses being on and along the West line of said Bradford Knoll Section 1A: 1.) South 34 degrees 19 minutes 39 seconds East 173.55 feet; 2.) South 25 degrees 07 minutes 16 seconds East 120.40 feet; 3.) South 38 degrees 14 minutes 19 seconds East 125.00 feet; 4.) South 51 degrees 45 minutes 41 seconds West 10.00 feet; 5.) South 38 degrees 14 minutes 19 seconds East 211.11 feet; 6.) South 00 degrees 43 minutes 15 seconds West 109.03 feet to the place of beginning containing 8.520 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 29 lots numbered 12-40 (both inclusive). The size of lots and widths of streets are shown in feet and decimal parts thereof.

Witness my signature this 29th day of JULY, 1997.

*Dennis D. Olmstead*  
Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012



METES/176901B  
REV MARCH 19, 1997  
EEF-R, WAB-F

This subdivision shall be known and designated as Bradford Knoll, Section 1B, a subdivision in Hamilton County, Indiana. All streets shown and not heretofore dedicated, are hereby dedicated to the public.

This plat is subject to the declaration of covenants, conditions and restrictions of Bradford Knoll recorded as instrument No. 9734291 and any amendments thereto.

In Testimony whereof, witness the signatures of Owner and Declarant this 1st day of AUGUST, 1997

Bradford Ridge Development Company, LLC  
By: The Bradford Group, Inc., Managing Member

*James L. Brothers*  
James L. Brothers, President  
The Bradford Group, Inc.



State of Indiana }  
County of Marion } SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 1st day of August, 1997.

*Joan Fitzwater*  
Joan Fitzwater  
Notary Public

County of Residence Marion  
My commission expires: 10-24-97

METES\1769008C

COMMISSION CERTIFICATE

Under authority provided by Title 36, Act of 1981, P.L. 309 enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto and an ordinance adopted by the Town of Fishers, Indiana as follows:

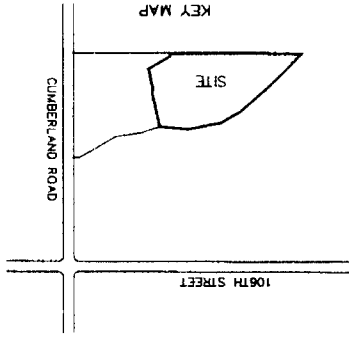
Adopted by the Fishers Planning Commission at a meeting held

*John B. Zerbo*  
John B. Zerbo  
President  
*Janet Isaac*  
Janet Isaac  
Secretary

I, Dennis D. Olmstead, a Registered Land Surveyor licensed in compliance with the laws of the State of Indiana, hereby certify that the within plat represents a survey completed by me on September 30, 1994, that all the monuments shown are to be set, and that the location, size, type and material of said monuments are accurate.

*Dennis D. Olmstead*  
Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012





9709734312  
 Filed for Record in  
 HAMILTON COUNTY, INDIANA  
 MARY L CLARK  
 On 08-20-1997 at 11:18 am.  
 PLAT 24.00



1997



METS/17690APC

There are designated parcels as shown on the within plat marked as Sanitary Sewer Easement or U.E. Such designated parcels are hereby subjected to easements, which are hereby created and reserved for the use defined as follows: (When easements are combined in the same strip of ground or area, all used specified by each easement description below shall apply)

"Sanitary Sewer Easements" are hereby created for the use of the Developer, and of the Utility, public or private, having jurisdiction over the sanitary waste disposal system. Sanitary Sewer Easements shall be used to construct, extend, operate, inspect, maintain, reconstruct, and remove manholes, ducts, or other related utility structures of sanitary sewers that are part of said system, and for ingress and egress thereto.

"Drainage Easements" are created for the use of the Developer and any governmental agency having jurisdiction over drainage and storm sewer systems to provide paths and courses and a system for natural area and local storm drainage, either overhead or in appropriate underground installations to serve the needs of this and adjoining grounds and the public drainage system. Drainage Easements shall be used to grade, construct, operate, inspect, maintain, reconstruct, and remove manholes, ducts, or other related structures of storm sewers that are part of said system, and for ingress and egress thereto. The owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of water unimpeded, and any improvements made on or under any such easements by the owner are and shall be at the risk of the property owner.

"Utility Easements" are created for the use of all public utility companies, including but not limited to gas, phone, electric, water, and cable television companies, but not including wire, drains, pipes, and other utility installations for the purpose of furnishing utility services, and for ingress and egress thereto, as well as for the uses specified in the case of sanitary sewer easements.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress, in, along, across and through the same to permit the construction, maintenance, beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, and to the rights of any entity entitled to use of said easements for this intended purpose.

# KNOLL 3 AT



1 inch = 60 ft.

LEGEND

- 25 LOT NUMBER
- 9708 LOT ADDRESS
- D.U.&S.E. DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
- D.&U.E. DRAINAGE & UTILITY EASEMENT
- D.&S.S.E. DRAINAGE & SANITARY SEWER EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- N.R. NON RADIAL

MONUMENTS

- DENOTES A "COPPERWELD" 5/8" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "M" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.
- DENOTES A 4"x4"x36" LONG PRECAST CONCRETE MONUMENT WITH A CROSS CAST IN THE TOP TO BE SET WITH THE FINISH GRADE.
- DENOTES A 5/8" REBAR WITH CAP SET.

NOTE: THE PROPOSED HOMESITES WHEN CONSTRUCTED ON ALL OF THE LOTS IN THE PLAT WILL BE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD ELEVATION.

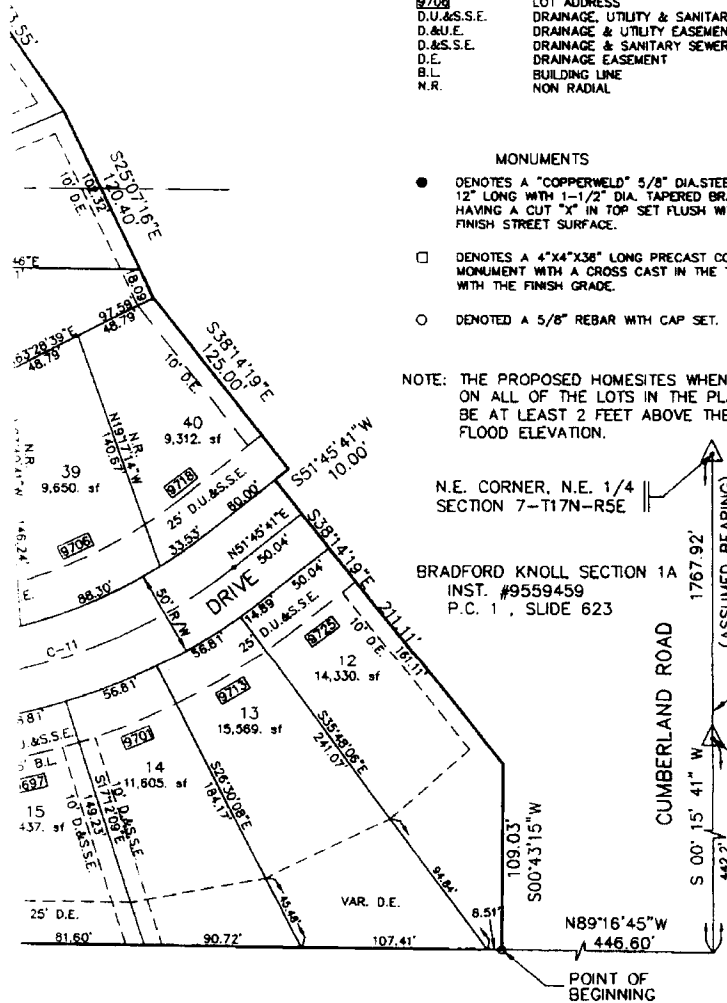
N.E. CORNER, N.E. 1/4 SECTION 7-T17N-R5E

BRADFORD KNOLL SECTION 1A  
INST. #9559459  
P.C. 1, SLIDE 623

CUMBERLAND ROAD

(ASSUMED BEARING)  
1767.92'  
S 00° 15' 41" W  
442.27'  
EAST LINE N.E. 1/4 SECTION 7-T17N-R5E  
S.E. COR. N.E. 1/4 SECTION 7-T17N-R5E

POINT OF BEGINNING



DELTA
36°57'33"
90°00'00"
90°00'00"

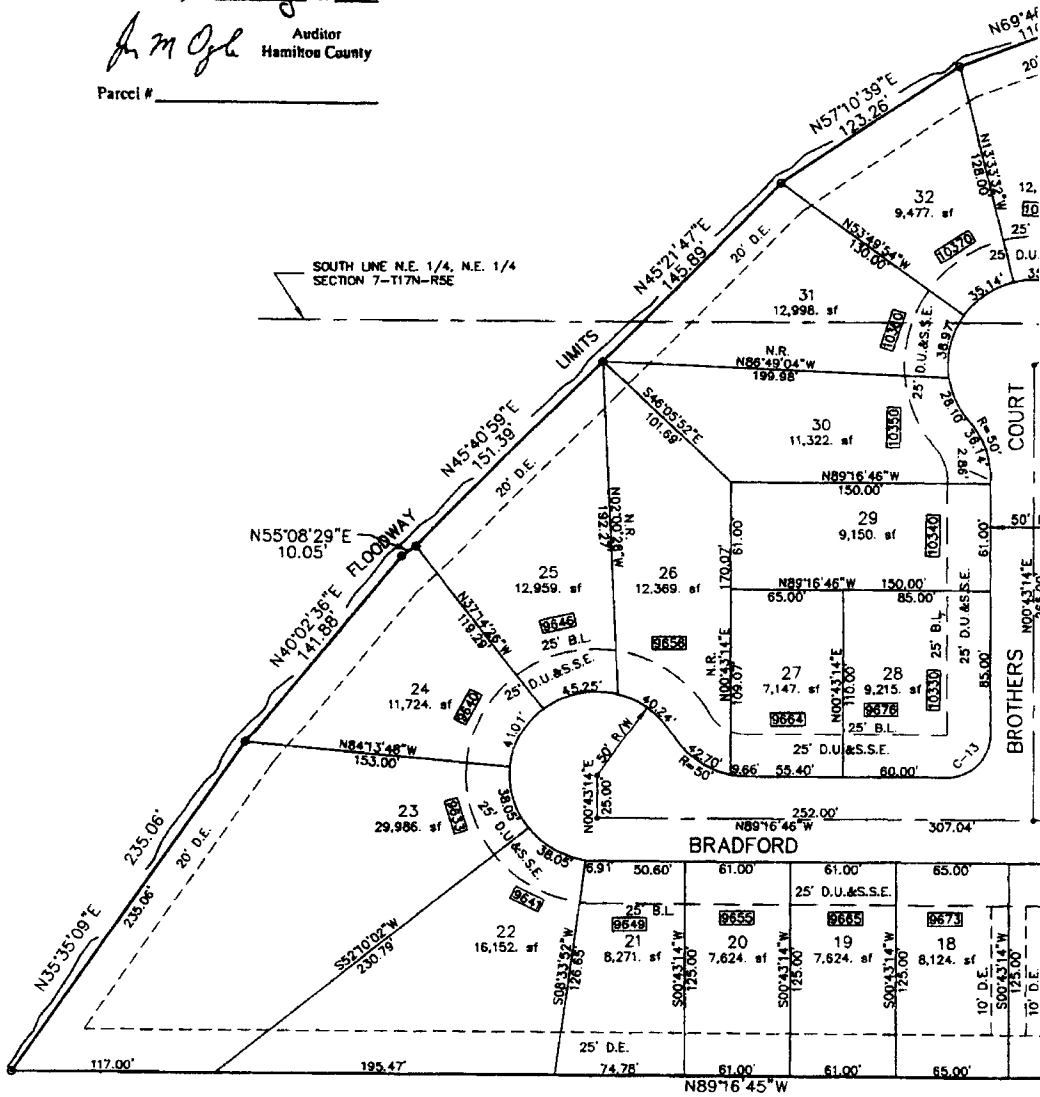
Instrument No. 9734312  
P.C. No. 2 Slide No. 14

THIS INSTRUMENT PREPARED BY:  
 DENNIS D. CLAMSTEAD  
 STOEPPELWERTH AND ASSOCIATES INC.  
 9940 ALLISONVILLE ROAD  
 P.O. BOX 509007  
 INDIANAPOLIS, INDIANA 46250  
 PHONE: (317) 848-5835

# BRADFO SEC' SECON

DULY ENTERED FOR TAXATION  
 Subject to final acceptance for transfer  
 20 day of Aug 19 97

*J. M. Ogle*  
 Auditor  
 Hamilton County  
 Parcel # \_\_\_\_\_



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT
C-11	325.00'	220.99'	114.86'
C-12	25.00'	39.27'	25.00'
C-13	25.00'	39.27'	25.00'