

BRAMBLEWOOD 9433757

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 14th day of July, 1994, by Towne Development, Inc. (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, the Developer is the owner of all the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided and shall be known as BRAMBLEWOOD (hereinafter referred to as the "Development"), and will be more particularly described on the plat thereof which will be 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;

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 an interest 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. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit "A", to exclude any real estate so shown from the Development, or to include additional real estate in the Development.

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

This instrument recorded 8-2-1994
Sharon K. Cherry, Recorder, Hamilton County, IN

REC-2
AUG 2 1994
HAMILTON COUNTY, IN

INSTR. # 94 3 3757

A. "Committee" shall mean the Bramblewood Architectural Review Committee, composed of two (2) members appointed by the Developer, who shall be subject to removal by the Developer at any time, with or without cause. Any vacancies from time to time shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean the Bramblewood Homeowners Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in paragraph 9 of the Declaration.

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, determination, permissions, or consents required herein shall be deemed given if they are given in writing, signed, with respect to the Developer or the Association by the President or a Vice President thereof, and with respect to the Committee, by one (1) member 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. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

G. "Residence" means any structure intended exclusively for occupancy by single family together with all appurtenances thereto, including private garage and outbuildings and recreational facilities usual and incidental to the use of a single family residential lot.

H. "City" shall mean City of Carmel, Hamilton County, Indiana.

I. "Tract" means the land described in Exhibit "A" and such other real estate as may from time to time be annexed thereto according to the provisions of Paragraph 2B hereof.

2. CHARACTER OF THE DEVELOPMENT

A. In General. Every numbered lot platted as a 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 consistent with the zoning and use designated in the plan filed by the Developer with the Department of Community Development in the City of Carmel. 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 Carmel Plan Commission 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. Additions to the Development. Developer shall have the right to bring within the scheme of this Declaration and add to the Development real estate that is contiguous to the Development. In determining contiguity, public rights of way shall not be considered.

The additions authorized under this Paragraph shall be made by the filing of record of one or more Supplemental Declarations with respect to the additional real estate. For purposes of this Paragraph a Plat depicting a portion of the Development Area shall be deemed a Supplementary Declaration.

C. No Storage Sheds. Notwithstanding anything contained herein or in the Articles or By-Laws to the contrary, and in addition to all restrictions set forth in the Plat of the Development, any and all forms of outbuilding, shed, storage shed, large animal quarters, etc., which are intended to not be directly connected to the main house on any Lot are hereby strictly prohibited.

D. 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.

E. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions, and limitations of record appearing on the recorded plat and amendments thereto of the subdivision, on recorded easements, rights-of-way, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

18. **Non-Liability of Developer.** Developer shall not have any liability to an Owner or to any other Person with respect to drainage on, over or under a Lot. Such drainage shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Developer free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the Lot described in such deed. Developer shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Developer and no duty of, or warranty by, Developer shall be implied by or inferred from any term or provision of this Declaration.

19. **NON-OPPOSITION TO ANNEXATION.** The Developer and future Owners of lots hereby formally declare that they will not oppose any annexation proceedings that may be initiated by the City of Carmel at some future date.

20. **ROADS.**

All roads shown on the Plat not heretofore dedicated are hereby dedicated to the public.

IN TESTIMONY WHEREOF, witness the signature of the Developer this 14th day of July, 19 74.

TOWNE DEVELOPMENT, INC.

By: [Signature]
Roger L. Kessler (Printed)
President (Title)
 "DEVELOPER"

STATE OF INDIANA, COUNTY OF HAMILTON, ss:

Before me, a Notary Public in and for said County and State, personally appeared Roger L. Kessler the President of Towne Development, Inc. Declarant/Developer herein, and acknowledged the execution of the foregoing instrument this 14th day of July, 19 74.

My commission expires: 7/29/75

[Signature]
 Notary Public
D. Ann M. Roberts (Printed)

Resident of Hamilton County,
 Indiana Marion

This instrument prepared by: Roger L. Kessler, Attorney-At-Law
 9100 Keystone Crossing, Suite 111
 Indianapolis, IN 46240

9433757

Bramblewood

A part of the Southwest Quarter of Section 9, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter; thence North 89 degrees 24 minutes 55 seconds East (assumed bearing) on the South line of said Quarter Section 653.46 feet to the POINT OF BEGINNING of this description; thence North 00 degrees 20 minutes 22 seconds East 1331.78 feet; thence North 89 degrees 30 minutes 46 seconds East 676.80 feet to a point on the East line of said Quarter Section, said point also being on the West line of Summerlakes recorded in Plat Book 12, pages 155, 156 and 157 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 12 minutes 24 seconds West on said East line of said Quarter Section and said West line of Summerlakes 1330.58 feet to the Southeast corner of said Southwest Quarter; thence South 89 degrees 24 minutes 55 seconds West on the South line of said Quarter Section 348.29 feet; thence North 00 degrees 09 minutes 55 seconds West 309.10 feet; thence South 89 degrees 24 minutes 55 seconds West 140.93 feet; thence South 00 degrees 09 minutes 55 seconds East 309.10 feet to a point on the South line of said Quarter Section; thence South 89 degrees 24 minutes 55 seconds West on said South line 190.68 feet to the place of beginning, containing 19.728 acres more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

EXHIBIT "A"

METES/15582EXA

This Instrument Recorded 8-2-1994
Sharon K. Cherry, Recorder, Hamilton County, IN

9433757

11-9-1994
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SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

9446669

**FIRST AMENDMENT TO BRAMBLEWOOD DECLARATION
OF COVENANTS AND RESTRICTIONS**

This First Amendment to Declaration of Covenants and Restrictions of Bramblewood is executed as an amendment to that certain Bramblewood Declaration of Covenants and Restrictions as filed with the Recorder of Hamilton County on or about August 2, 1994, as Instrument Number 9433757. This First Amendment is as follows:

Paragraph 3 (E) is hereby added to the Declaration of Covenants and Restrictions as follows:

3. The Homeowner's Association is responsible for the maintenance, repair and replacement of all street name signs in Bramblewood. If it fails to maintain the street signs in a manner acceptable to the Hamilton County Highway Department, the Department has the right to install or replace the signs with signs and posts selected by the Department.

This Instrument Recorded 11-9-1994
Sharon K. Cherry, Recorder, Hamilton County, IN

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All other terms and conditions of the Bramblewood Declaration of Covenants and Restrictions as originally filed with the Recorder of Hamilton County shall remain in full force and effect without amendment.

Date 10/23/94

[Signature]
Roger L. Kessler, President
Towne Development, Inc.

STATE OF INDIANA)
COUNTY OF MARION) SS:


Before me, a Notary Public in and for said county and state personally appeared Roger L. Kessler, the President of Town Development, Inc., an Indiana Corporation, who acknowledged execution of the foregoing document as such officer for and on behalf of said corporation.

Witness my hand and Notarial Seal this 23rd day of October, 1994.

My Commission expires:

My County of Residence:

[Signature]
WIFE L. [Signature]
Notary Public



WIFE L. [Signature]
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXPIRES JAN. 1, 1996

This instrument was prepared by Roger L. Kessler, Attorney at Law

Return to: Roger L. Kessler
9100 Keystone Crossing, Suite #111
Indianapolis, Indiana 46240

BRANDCR

This Instrument Recorded 11-9-1994
Sharon K. Cherry, Recorder, Hamilton County, IN

9446669

This Instrument Recorded DEC 19 1994
Sharon K. Cherry, Recorder, Hamilton County, IN

9451321

FIRST AMENDMENT TO BRAMBLEWOOD DECLARATION
OF COVENANTS AND RESTRICTIONS

This First Amendment to Declaration of Covenants and Restrictions of Bramblewood is executed as an amendment to that certain Bramblewood Declaration of Covenants and Restrictions as filed with the Recorder of Hamilton County on or about August 2, 1994, as Instrument Number 9433757. This First Amendment is as follows:

Paragraph 3 (F) is hereby added to the Declaration of Covenants and Restrictions as follows:

F. The Homeowner's Association is responsible for the maintenance, repair and replacement of all street name signs in Bramblewood. If it fails to maintain the street signs in a manner acceptable to the Hamilton County Highway Department, the Department has the right to install or replace the signs with signs and posts selected by the Department.

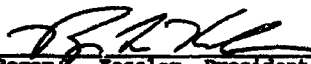
RECEIVED
FOR RECORD
94 DEC 19 AM 11:04
SHARON K. CHERRY
RECORDER
HAMILTON CO., IN

51321

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All other terms and conditions of the Bramblewood Declaration of Covenants and Restrictions as originally filed with the Recorder of Hamilton County shall remain in full force and effect without amendment.

Date 10/28/94


Roger L. Kessler, President
Towne Development, Inc.

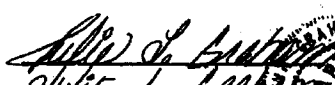

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said county and state personally appeared Roger L. Kessler, the President of Town Development, Inc., an Indiana Corporation, who acknowledged execution of the foregoing document as such officer for and on behalf of said corporation.

Witness my hand and Notarial Seal this 28th day of October, 1994.

My Commission expires: 1-26-96

My County of Residence: Marion


Shirley L. Graham
Notary Public


SHIRLEY L. GRAHAM
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXPIRES 1-26-96

This instrument was prepared by Roger L. Kessler, Attorney at Law

Return to: Roger L. Kessler
9100 Keystone Crossing, Suite #111
Indianapolis, Indiana 46240

BRAMDCR

This Instrument Recorded DEC 19 1994
Sharon K. Chesney, Recorder, Hamilton County, IN

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