

PLAT RESTRICTI
FOR
BRIAR CREEK
SECTION ONE

The undersigned, SCHUTZ & THOMPSON, INC., by Kenneth Thompson and John T. Schutz, its President and Secretary does hereby lay off, plat and subdivide the same in accordance with the foregoing plat of Briar Creek Section One

This subdivision shall be known and designated as "Briar Creek - Section One" and shall be subject to the following:

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 subject at all times to the authority of the proper civil officers and to the easements herein reserved. Thereof shall take their title subject to the rights of such utilities and to the rights of owners of utility easements. Fences may be erected on said strips. Additional reservations of utility easements may be so reserved.
3. All parcels of real estate shown in the foregoing plat as numbered parcels shall be known and designated or permitted to remain on such lot other than single family dwellings.
4. No trailer, shack or outhouses of permanent or temporary nature shall be erected or situated on any lot for his material and tools.
5. Building lines as shown on the plat in feet back from the street property line are hereby established, but 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 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 is to conform to the harmony of external design and location with existing structures in the subdivision any person to whom the right of such approval has been assigned by Schutz & Thompson, Inc. PROVIDED THAT building or alteration is substantially completed without the filing by Schutz & Thompson, Inc. or such assignee of Paragraph 7 may be assigned only in writing by Schutz & Thompson, Inc. to any person or entity, and any lot.
8. No noxious trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done which is a nuisance.
9. Any person acquiring title to any portion of the real estate of the foregoing subdivision shall take the same subject to the terms and conditions of any Declaration of Covenants and Restrictions hereinafter placed of record in Hamilton County, Indiana and subject to any amendments or supplements to any such Declaration of Covenants and Restrictions then in effect.
10. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the provisions of this subdivision or provisions of any Declaration of Covenants and Restrictions then in effect, the same shall be deemed to be a breach of the same and the party so doing shall be liable to recover damages 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 for successive periods of ten (10) years unless by vote of the majority of the then owners of the real estate in this subdivision as hereinafter recorded, the same may be amended in any manner by the majority of the then owners of the real estate in this subdivision.
12. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgement of court shall be deemed to be a breach of the same.
13. In the event storm water drainage from any lot or lots flow across another lot, provisions shall be made into the natural drainage channel or course, even though no specific drainage easement for such flow of water is shown on the plat.
14. All lots having direct access to 106th Street will have turnaround type driveways.

EXECUTED this 13 day of July 1973
STATE OF INDIANA
COUNTY OF HAMILTON

SCHUTZ & THOMPSON, INC.
BY: *Kenneth Thompson*
KENNETH THOMPSON, PRESIDENT

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared KENNETH THOMPSON and JOHN T. SCHUTZ, President and Secretary respectively, of SCHUTZ & THOMPSON, INC. and acknowledged the execution by them for and in behalf of such Corporation of the foregoing instrument as the act and deed of such Corporation.

WITNESS my hand and Notarial Seal this 13 day of July 1973.

My commission expires: Nov 14, 1976
Deanna Jo McKinnon
NOTARY PUBLIC

8569
RECEIVED FOR RECORD
AT 1:20 O'CLOCK: P.M.
OCT 16 1973
BOOK: 5 PAGE: 14-15
James M. Hedger
RECORDER HAMILTON COUNTY, INDIANA

This instrument was prepared by JOHN V. SCHNEIDER
May 1973

Hamilton Co.

DMS

ENR

respectively, owner of the real estate described in the plat of "Brier Creek, Section One",

follows:

Public utilities for installation and maintenance of poles, wires, mains, ducts, drains and sewers. No permanent or other structure shall be erected or maintained on said strips, but the owners of real estate in this subdivision for ingress and egress in, along and through the several strips shall be by separate recorded instrument.

residential lots (hereinafter called "Lots"). No structure shall be erected, altered, placed

except during the period of construction of a proper structure and for the use by the builder

between which line and the street property line there shall be erected or maintained no building

in the case of a one-story structure or 900 feet in case of a higher structure shall be erected:

plans, specifications and plot plan showing the location of such building have been approved and as to the topography and finished ground elevation of such Lot by Schutz & Thompson, Inc. or ER, that such requirements shall be conclusively deemed satisfied for all purposes; if any such owner of an action to enjoin such erection or alteration. The requirement set forth in this article shall be waived in writing by Schutz & Thompson, Inc. or any successor or assign, with respect to any

use herein which may become an annoyance or a nuisance to the neighborhood at large.

be subject to all of the terms, covenants, conditions, provisions and restrictions herein contained in the Declaration of Covenants and Restrictions, made by Schutz & Thompson, Inc. prior to the acquisition of title by such person, before or thereafter made pursuant to the terms of such Declaration of Covenants and Restrictions.

the covenants, restrictions, provisions or conditions herein, it shall be lawful for any person or persons violating or attempting to violate any such covenants and to prevent him or them from

in force and effect until January 1, 1973, at which time said covenants shall automatically be terminated in this subdivision, it is agreed to change said covenants in whole or in part. If a

order shall be in full effect any of the other provisions which shall remain in full force and effect. permit such drainage to continue, without restriction or reduction, across the downstream lot and in as provided on said plat.

DULY ENTERED FOR TAXATION

16 day October 1973

Hamilton Auditor Hamilton County

ATTEST: JOHN T. SCHUTZ, SECRETARY

CERTIFICATE

er 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, the plat was given approval by the Town of Carmel, Indiana, as follows:

proved by the Town Plan Commission at a Meeting held July 17 1973.

President Secretary

SCHNEIDER ENGINEERING CORP.