

**PLAT RESTRICTI
FOR
BIRLAR CREE
SECTION ONE**

The undersigned, **SCUTZ & THOMPSON, INC.**, by **Kenneth Thompson and John T. Schutzi**, its President and Secretary does hereby lay off a plat and subdivide the same in accordance with the foregoing plat of **Birlar Creek Section One**. This subdivision shall be known and designated as **"Birlar 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 all so reserved. 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 lots other than single family dwellings.
4. No trailer, shack or outhouses of a permanent or temporary nature shall be erected or situated on any lot for the material and tools.
5. Building lines as shown on the plat are feet back from the street property lines are hereby established, the structure of any kind or part thereof.
6. No residence having ground floor area exclusive of open porches and garages of less than 100 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 in conformity and harmony with external design and location with existing structures in the subdivision any person to whom the right of such approval has been assigned by **Scutz & Thompson, Inc.; PROVIDED:** No building or alteration is substantially completed without the filing by **Schutz & Thompson Inc.** or such a Paragraph 7 may be assigned only in writing by **Schutz & Thompson, Inc.** to any person or entity and any other lots.

8. No noise, trade or activity shall be carried on upon any lot in this subdivision nor shall anything be

9. Any person acquiring title to any portion of the real estate of the foregoing subdivision shall take their and these conditions in any Declaration of Covenants and Restrictions and after records in the public records and subject to any amendments or supplements to any such Declaration of Covenants and Restrictions, the

10. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, conditions, restrictions or provisions herein set forth hereon shall, from the date of the recording of the deed conveying real estate in this subdivision to the purchaser and assignee, be liable for the amount of such damages or for recovery of 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 signers of the Declaration of Covenants and Restrictions as hereafter recorded, the same may be amended in any manner.

12. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment of court in the event of a water drainage from any lot or lots flowing 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 into the natural drainage channel or course.

14. All lots having direct access to **06th Street** will have turn-around type driveways.

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

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. SCHUTZI**, 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
[Signature]
NOTARY PUBLIC

8569

RECEIVED FOR RECORD
AT 1:30 O'CLOCK: P. M.

OCT 16 1973

BOOK 5 PAGE 11-15
[Signature]
RECORDER HAMILTON COUNTY, INDIANA

This instrument was prepared by **JOHN V. SCHEIDT**,
MAY, 1973.

QNE'S

EK:

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

flowing:

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 the real estate in this subdivision for ingress and egress in, along and through these several strips made by separate recorded instrument.

as 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

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

ing 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 vice, that such requirements shall be conclusively deemed satisfied for all purposes, in any such, in case of an action to enforce such restriction or alteration. The requirements set forth in this

and in writing by Schutz & Thompson, Inc. or any successor or assign, with respect to any

same herein which may become an annoyance or nuisance to the neighborhood at large, is subject to all of the terms, covenants, conditions, provisions and restrictions herein contained in County, Indiana, by Schutz & Thompson, Inc. prior to the acquisition of title by such person, and hereafter 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

the above and effected with the January 1973, which these said covenants shall automatically be voided by this subdivision. It is agreed to change said covenants in whole or in part. If a

order shall be made which affects any of the other provisions which shall remain in full force and effect, it shall be lawful for the owner of the lot to continue, without restriction, across the downstream lot and if provided on said plat.

ATTEST: *John T. Schutzy*
JOHN T. SCHUTZ, SECRETARY
DULY ENTERED FOR TAXATION
Howard Decker 1973
Edward S. Schutzy Auditor
Hamilton County

CERTIFICATE

under authority provided by Chapter 174, Act of 1897, 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 Plat Commission at a meeting held July 17, 1973.

John T. Schutzy
PRESIDENT
Edward S. Schutzy
SECRETARY