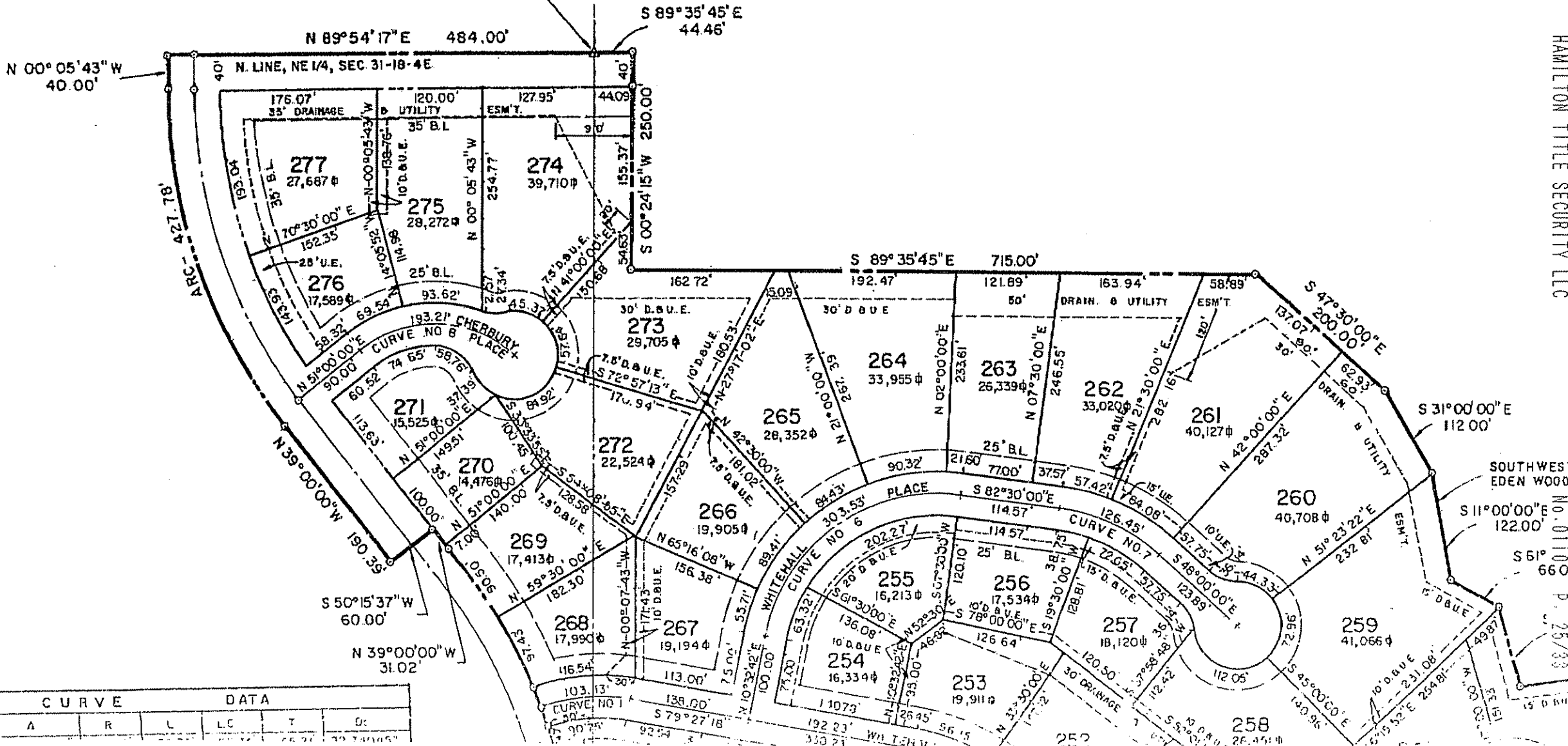


# EDEN ESTATES SECTION IX

Feb. 21, 2001 1:08PM HAMILTON TITLE SECURITY LLC

NE COR. NE 1/4  
and  
NW COR. NW 1/4  
SECTION 31-18-4E  
POINT OF BEGINNING

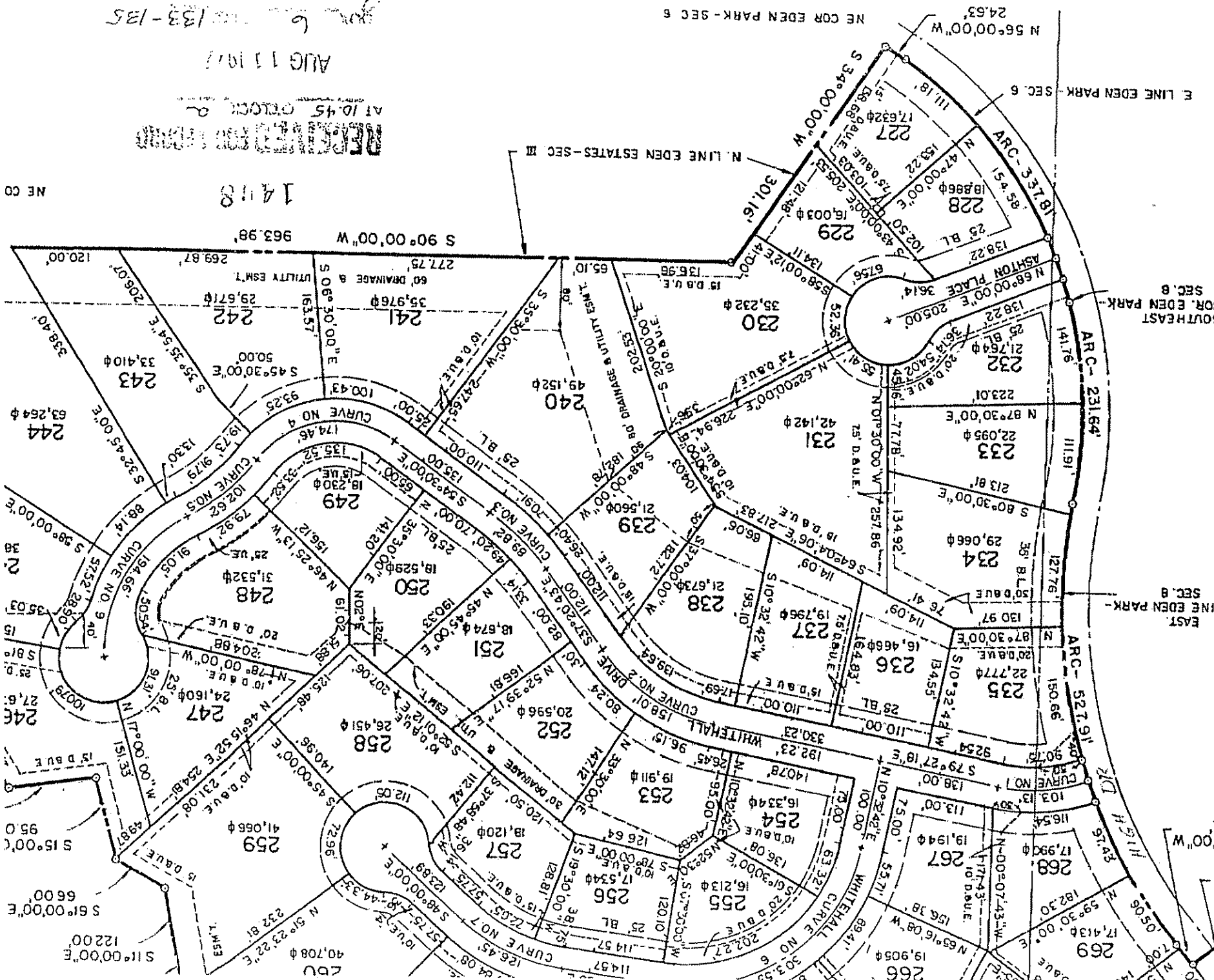


See Drive Sub. Plat Page 170

CURVE		DATA			
NO.	A	R	L	LC	T
1	103.13'	138.00'	113.00'	116.54'	179.27'
2	103.13'	138.00'	113.00'	116.54'	179.27'

SOUTHWEST EDEN WOOD  
No. 0111000  
P. 25/33

NO.	A	R	L	L.C.	T	DC
1A	29° 42' 46"	175.00	90.75	89.74	46.21	32.74045°
1B	29° 40' 32"	225.00	103.13	101.99	52.74	24.64789°
2A	42° 06' 35"	190.00	139.64	136.52	73.14	26.15579°
2B	42° 06' 35"	240.00	176.38	172.44	92.39	23.87324°
3A	17° 09' 17"	275.00	82.34	82.03	41.48	20.83483°
3B	17° 09' 17"	300.00	89.82	89.49	45.25	19.09859°
4A	89° 15' 00"	87.00	135.52	122.23	85.87	65.85722°
4B	89° 15' 00"	112.00	174.45	157.35	110.54	51.15695°
5A	24° 48' 30"	212.00	91.79	91.08	46.63	27.02631°
5B	24° 48' 30"	262.00	113.42	112.56	57.62	21.17543°
6A	86° 57' 18"	175.00	265.59	240.82	165.94	32.74045°
6B	86° 57' 18"	200.00	303.53	275.23	189.64	28.64789°
7A	34° 30' 00"	185.00	111.40	109.72	57.44	30.97069°
7B	34° 30' 00"	210.00	126.45	124.55	65.21	27.28370°
8A	38° 52' 52"	110.00	74.65	73.22	36.85	52.08707°
8B	38° 52' 52"	135.00	193.21	177.14	117.35	42.44132°
9A	59° 20' 41"	160.00	165.72	158.41	91.16	35.80986°
9B	59° 20' 41"	150.00	91.05	89.66	46.97	38.19719°
10A	34° 46' 38"	150.00	91.05	89.66	46.97	38.19719°
10B	34° 43' 58"	175.00	194.66	184.78	108.79	32.74045°
11A	45° 32' 18"	200.00	158.96	154.81	83.95	28.64789°



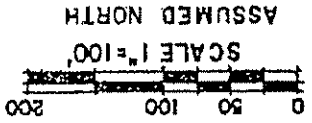
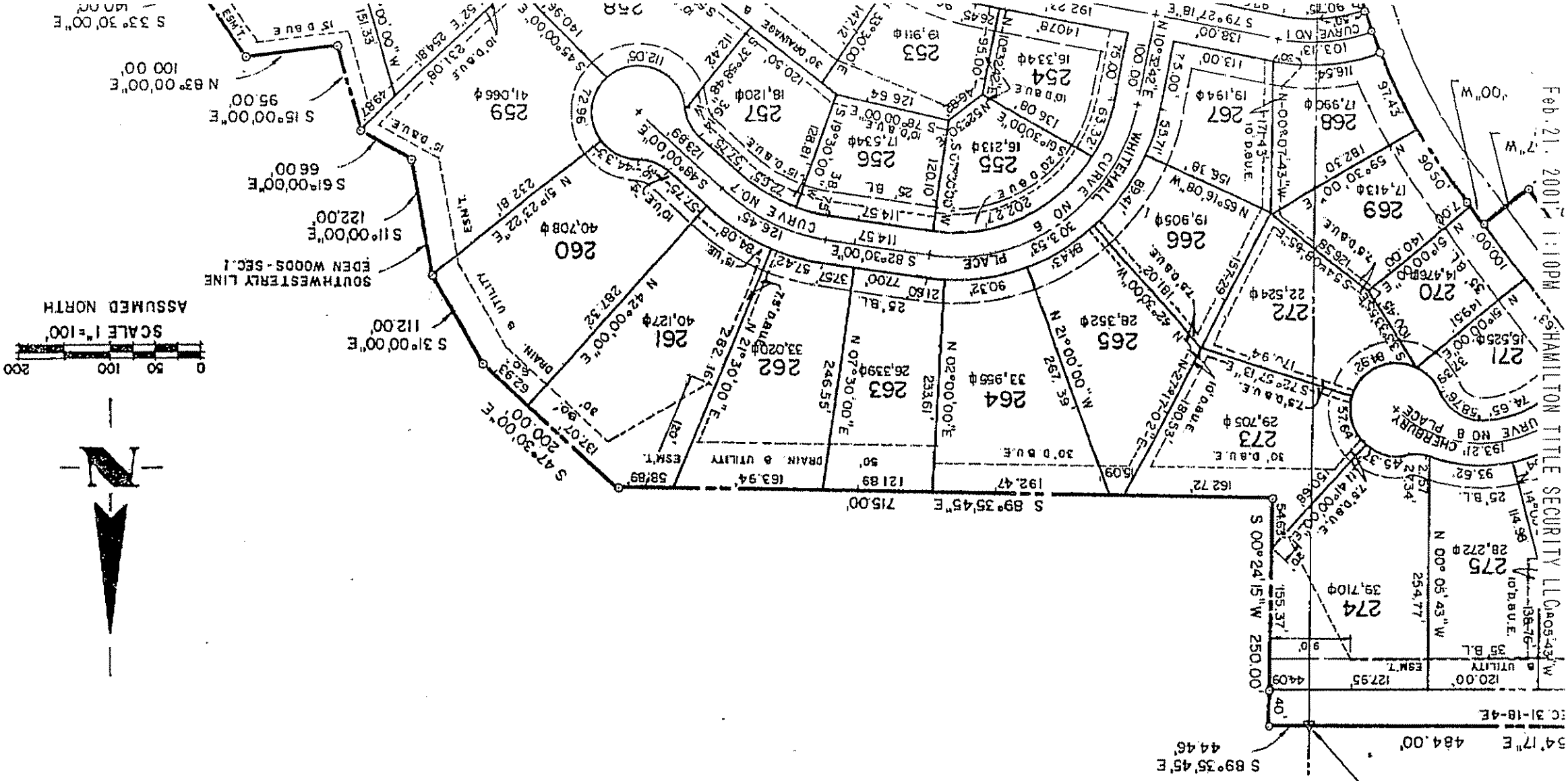
RECEIVED FOR RECORD  
 AT 10:45 O'CLOCK  
 AUG 13 1917  
 1418  
 NE CO

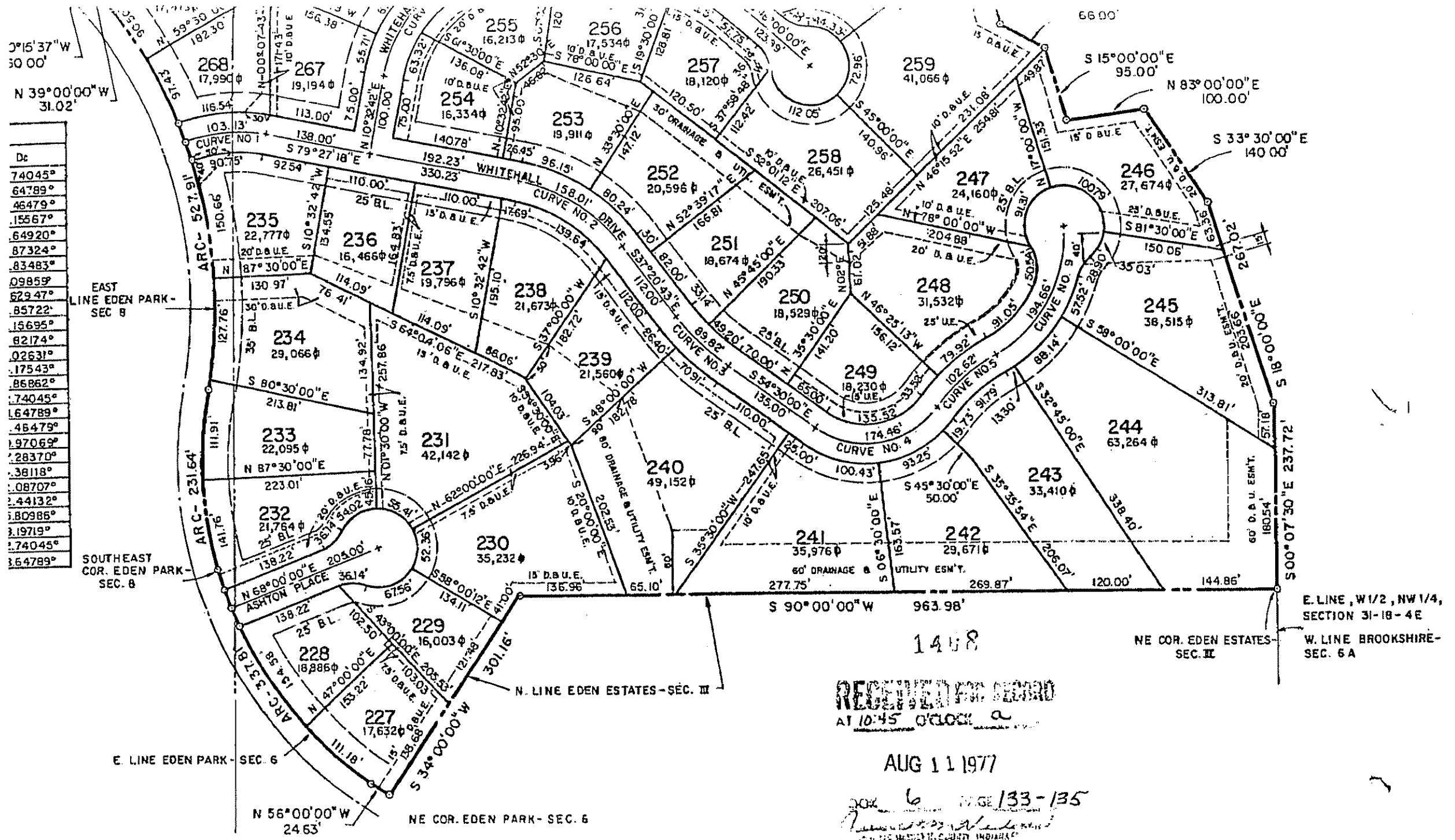
6  
 133-135

NE COR EDEN PARK - SEC 6

SECTION NE 1/4  
and  
SECTION NW 1/4  
No. 0110  
POINT OF BEGINNING

# EDEN ESTATES SECTION IX





Dc
74045°
64789°
46479°
15567°
64920°
87324°
83483°
09859°
62947°
85722°
15695°
82174°
02631°
17543°
86862°
74045°
64789°
46479°
197069°
28370°
38118°
08707°
44132°
80986°
19719°
74045°
64789°

S 90° 00' 00" W 963.98'

1458

E. LINE, W 1/2, NW 1/4, SECTION 31-18-4E

NE COR. EDEN ESTATES - SEC. II

W. LINE BROOKSHIRE - SEC. 6 A

RECEIVED FOR RECORD  
AT 10:45 O'CLOCK a

AUG 11 1977

BOOK 6 PAGE 133-135

The undersigned, Schutz and Thompson, Inc. by John T. Schutz and Kenneth E. Thompson, owners of the real estate described in the plat "Eden Estates - Section IX" do hereby lay off, plat and subdivide the same in accordance with the foregoing plat of "Eden Estates - Section IX." This subdivision shall be known and designated as "Eden Estates - Section IX."

#### PROTECTIVE COVENANTS

1. The streets, if not heretofore dedicated, are hereby dedicated to public use.
2. There are strips of ground of widths as shown on this plat which are hereby reserved for use and 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. No improvements or alterations to existing terrain including the erection of fences shall be permitted in the drainage easement along the rear of Lots 125 thru 129, and along the sideline of Lots 125 and 126 without written approval of construction plans submitted to the Carmel City Engineers Office.
3. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot herein other than one single family dwelling.
4. No hotel, boarding house, mercantile building, factory building or buildings of any kind of commercial use shall be erected or maintained on any lot in this subdivision.
5. No trailer, shacks, or out houses of a permanent 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 materials and tools.
6. 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.
7. No residence shall be erected or maintained on any lot or lots in this subdivision having a ground floor area exclusive of open porches and garages of less than 1500 square feet in case of a one story structure or 1000 square feet in case of a higher structure.
8. No building shall be erected, placed or altered on any building plat in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to the topography and finished ground elevation by all members of Building and Development Commission of Schutz and Thompson, Inc.
9. 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.
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 of 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 dues for such violation.
11. No fences shall be erected in this subdivision between the front building lines and the property lines of the streets as shown on the within plat except with the approval of the Schutz and Thompson, Inc. which fences shall not exceed 36 inches in height and shall be of a decorative nature.
12. In the event storm water drainage from any lot or lots flow across another lot, provision 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.
13. The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants (or restrictions) shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants (or restrictions).

5. No trailer, shacks, or out houses or a permanent structure for the use by the builder for his materials and tools.
6. 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.
7. No residence shall be erected or maintained on any lot or lots in this subdivision having a ground floor area exclusive of open porches and garages of less than 1500 square feet in case of a one story structure or 1000 square feet in case of a higher structure.
8. No building shall be erected, placed or altered on any building plat in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to the topography and finished ground elevation by all members of Building and Development Commission of Schutz and Thompson, Inc.
9. 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.
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 of 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 dues for such violation.
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13. The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants (or restrictions) shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants (or restrictions), in whole or in part. Invalidation of any one of the foregoing covenants (or restrictions), by judgment or court order shall in no way affect any of the other covenants (or restrictions), which shall remain in full force and effect.
14. No access shall be permitted onto 126th Street from Lots 274, 275, and 277.

WITNESS MY SIGNATURE this 21<sup>st</sup> day of July 1977.

EDEN ESTATES, an Indiana Partnership consisting of  
Indun Realty Inc., and Schutz and Thompson, Inc.

STATE OF INDIANA )  
                          ) SS  
COUNTY OF HAMILTON)

DULY ENTERED FOR TAXATION

11 day August 19 77

Barbara J. Pennington Auditor  
Hamilton County

Kenneth E. Thompson  
KENNETH E. THOMPSON, PRESIDENT  
John T. Schutz  
JOHN T. SCHUTZ, SECRETARY

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Schutz and Thompson, Inc., by John T. Schutz and Kenneth E. Thompson, and acknowledged the foregoing instrument as its voluntary act and deed, for the use and purpose therein expressed.

Witness my signature and notarial seal this 21<sup>st</sup> day of July 1977.

Notary Public Peggy J. McKinnon

My Commission expires November 10, 1980