

ESTANCIA

N.W. CORNER NE 1/4
SEC 3-17-3 **9490**

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MAR 23 1977

BOOK 6 PAGE 88-91
Jameson & Nease
SUGGESTED HAMILTON COUNTY, INDIANA

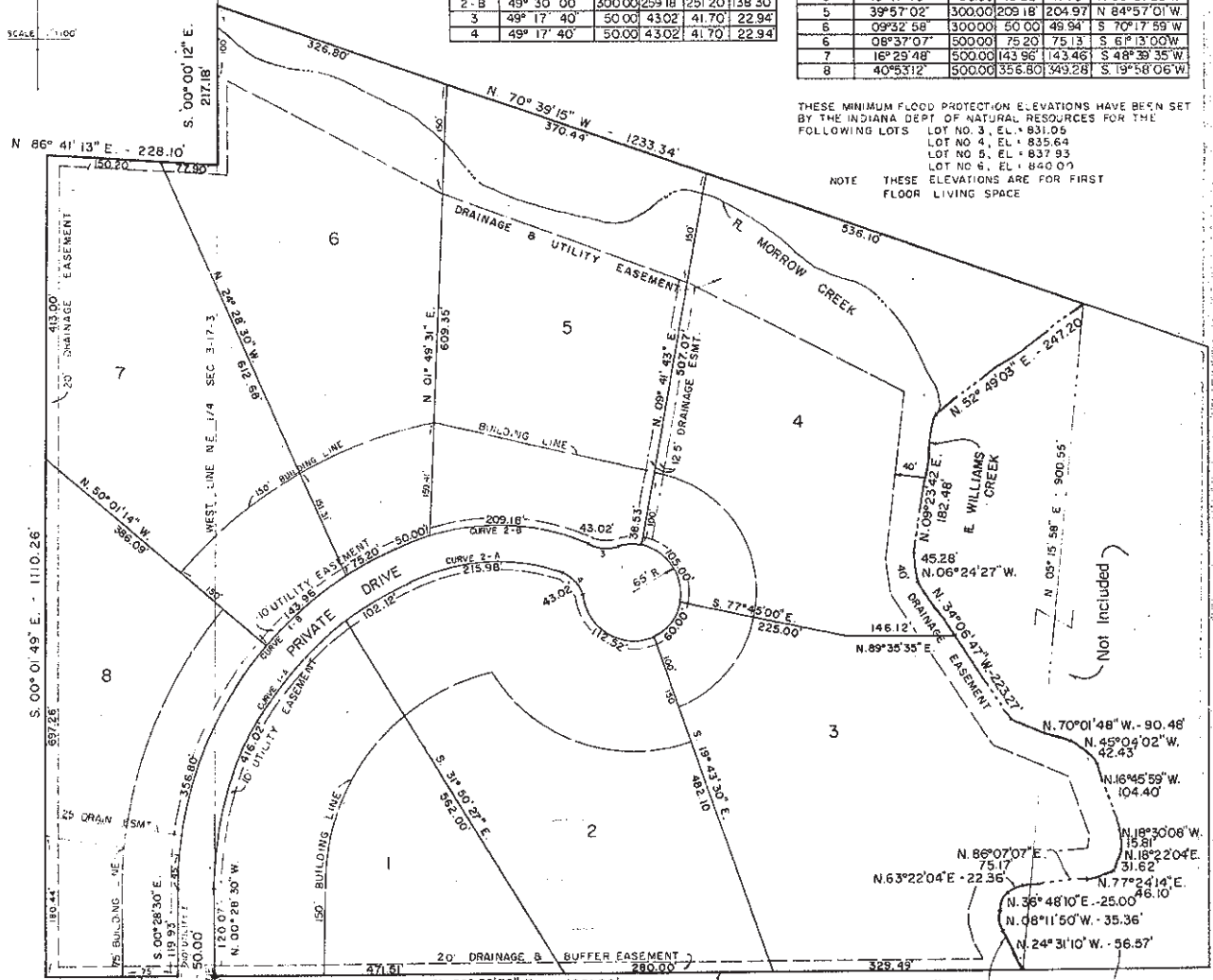
CURVE	DELTA	RAD.	ARC	CHD.	TAN.
1-A	66° 00' 00"	450.00	616.36	490.18	292.23
1-C	66° 00' 00"	475.00	647.16	517.41	308.47
1-B	66° 00' 00"	500.00	675.96	544.64	324.70
2-A	49° 30' 00"	250.00	215.98	206.33	115.25
2-C	49° 30' 00"	275.00	237.58	230.26	126.78
2-B	49° 30' 00"	300.00	259.18	251.20	138.30
3	49° 17' 40"	50.00	43.02	41.70	22.94
4	49° 17' 40"	50.00	43.02	41.70	22.94

LOT	DELTA	RAD.	ARC	CHD.	CHD. BRG.
1	52° 58' 09"	450.00	416.02	401.36	N 26° 00' 35" E
2	13° 01' 51"	450.00	102.34	102.12	N 89° 00' 35" E
2	49° 30' 00"	250.00	215.98	209.33	S 89° 43' 30" E
2	49° 17' 40"	50.00	43.02	41.70	S 40° 19' 40" E
2	99° 10' 52"	65.00	112.52	98.99	S 65° 16' 16" E
3	52° 53' 18"	65.00	60.00	57.89	N 38° 41' 39" E
4	92° 33' 17"	65.00	105.00	93.95	N 32° 01' 39" W
5	33° 57' 52"	65.00	38.53	37.97	S 82° 42' 47" W
5	49° 17' 40"	50.00	43.02	41.70	N 89° 37' 20" W
5	39° 57' 02"	300.00	209.18	204.97	N 84° 57' 01" W
6	09° 32' 58"	300.00	50.00	48.94	S 70° 17' 59" W
7	08° 37' 07"	500.00	75.20	75.13	S 62° 13' 00" W
6	16° 29' 48"	500.00	143.96	143.46	S 48° 39' 35" W
8	40° 53' 12"	500.00	356.80	349.28	S 19° 58' 06" W

THESE MINIMUM FLOOD PROTECTION ELEVATIONS HAVE BEEN SET BY THE INDIANA DEPT. OF NATURAL RESOURCES FOR THE FOLLOWING LOTS

- LOT NO. 3, EL. + 831.05
- LOT NO. 4, EL. + 835.64
- LOT NO. 5, EL. + 837.93
- LOT NO. 6, EL. + 840.07

NOTE THESE ELEVATIONS ARE FOR FIRST FLOOR LIVING SPACE



N. 89° 40' 57" E. - 177.20
SOUTH LINE N.W. 1/4 SEC. 3-17-3
S. LINE SW 1/4 SEC. 3-17-3
N. 89° 32' 04" E. - 267.31
S. 00° 28' 30" E. - 50.00
N. 00° 28' 30" W. - 267.18
CENTER OF SEC. 3-17-3
S. LINE SE 1/4 & E. 106TH STREET SEC. 3-17-3
N. 89° 36' 35" E. - 1081.00
SOUTH LINE NE 1/4 SEC. 3-17-3
DULY ENTERED FOR TAXATION
23 day March 19 77
Robert J. Jennings Auditor
Hamilton County
Note: These lines and distances as shown are for computations only. The actual property line shall be the C. of Williams Creek.
1 OF 4

ESTANCIA

I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a subdivision of a part of the Northeast Quarter and part of the Northwest Quarter and Part of the Southwest Quarter of Section 3, Township 17 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the East line of the Northwest Quarter of Section 3, Township 17 North, Range 3 East which is 1301.99 feet South 00 degrees 00 minutes 12 seconds East (assumed bearing) of the Northeast corner thereof; thence continuing South 00 degrees 00 minutes 12 seconds East 217.18 feet; thence North 86 degrees 41 minutes 13 seconds West 228.10 feet; thence South 00 degrees 01 minutes 49 seconds East 1110.26 feet to the South line of said Northwest Quarter; thence North 89 degrees 40 minutes 57 seconds East on and along said South line 177.20 feet to a point which is 50.0 feet West of the Southeast corner of the Northwest Quarter of Section 3, Township 17 North, Range 3 East; thence South 00 degrees 28 minutes 30 seconds East parallel with the East line of the Southwest Quarter 2871.31 feet to the South line of said Southwest Quarter; thence North 89 degrees 32 minutes 04 seconds East on and along said South line and the centerline of West 106th Street, 50.00 feet to the Southeast corner of said Southwest Quarter; thence North 00 degrees 28 minutes 30 seconds West on and along said East line 2671.18 feet to the Southwest corner of the Northeast Quarter of Section 3, Township 17 North, Range 3 East; thence North 89 degrees 35 minutes 35 seconds East on and along the South line of said Northeast Quarter 1061.00 feet to the centerline of Williams Creek. (The next 18 calls being along chords that are the approximate centerline of Williams Creek and are for closure purposes only --- the actual property line being the centerline of Williams Creek); thence North 34 degrees 31 minutes 12 seconds West 56.57 feet; thence North 8 degrees 11 minutes 50 seconds West 35.36 feet; thence North 36 degrees 48 minutes 10 seconds East 25.00 feet; thence North 63 degrees 22 minutes 04 seconds East 22.36 feet; thence North 85 degrees 07 minutes 07 seconds East 75.17 feet; thence North 77 degrees 24 minutes 14 seconds East 46.10 feet; thence North 18 degrees 22 minutes 04 seconds East 31.62 feet; thence North 18 degrees 30 minutes 08 seconds West 15.81 feet; thence North 16 degrees 45 minutes 59 seconds West 104.40 feet; thence North 45 degrees 04 minutes 02 seconds West 42.43 feet; thence North 70 degrees 01 minutes 48 seconds West 90.48 feet; thence North 24 degrees 06 minutes 47 seconds West 223.27 feet; thence North 6 degrees 24 minutes 27 seconds West 45.28 feet; thence North 9 degrees 23 minutes 42 seconds East 182.48 feet; thence North 52 degrees 49 minutes 04 seconds East 247.20 feet to a point that is North 5 degrees 15 minutes 58 seconds East 900.55 feet of the beginning of the chord lines as stated above; thence North 70 degrees 38 minutes 15 seconds West 1233.34 feet to the place of beginning, containing 35.0 acres, more or less. Subject to all legal easements and rights of way.

This subdivision consists of 8 lots, numbered 1 through 8, both inclusive, with private streets as shown hereon, the size of lots and widths of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 30th day of June, 19 76.

Allan H. Weihe
Allan H. Weihe, Reg. L.S. - Indiana #10398



Witness my signature this 9th day of August, 19 76.

Allan H. Weihe
Allan H. Weihe, Reg. L.S. - Indiana #10398

Subdivision description revised, acreage reduced from 38.6 acres to 36.0 acres and number of lots changed from 9 to 8.

The undersigned, J. Fred Risk and James E. Huffer, of Marion County in the State of Indiana, being the owners of record of all of the above described tract of land, hereby lay off, plat and subdivide into lots and private streets such tracts in accordance with the within plat. The North 40 feet of right-of-way of 106th Street is hereby dedicated to the public. The following restrictions, limitations and covenants are hereby imposed and shall run with the land contained in such plat.

The within plat shall be known and designated as ESTANCIA, a subdivision in Hamilton County, State of Indiana.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twenty-five hundred (2500) square feet in the case of a one-story structure, nor less than fifteen hundred (1500) square feet in the case of a multiple story structure, provided no structure of more than one-story shall have less than an aggregate of three thousand (3000) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed, or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No fences shall be erected in this subdivision between the building lines and the property line of the streets as shown on the within plat, except with approval of the Architectural Control Committee, which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to the side of any lot than thirty (30) feet. Where buildings are erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No structure in this subdivision shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the under side of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building has been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The utility easements shown on the within plat are reserved as easements for use of city or county in which this subdivision is located, owners in this subdivision, and public utility companies for the installation, use, maintenance, repair, and removal of sewers, water mains, utility poles, wires, and other facilities and utilities necessary or incidental to the common welfare and use and occupancy for residential purposes of the houses to be erected in this subdivision. No building or other structure, except walks or driveways, shall be erected or maintained upon, over, under, or across any such utility strip for any use except as set forth, herein, and owners in this subdivision shall take their title to the land contained in such utility strip subject to the perpetual easement herein reserved.

Vehicle Parking: No campers, boats, trailers, trucks or similar vehicles shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in the Development or the users of any street in the Development. Each lot owner is required to provide 15 off street parking spaces. All on street parking is prohibited.

Garbage, Trash 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. All houses built in the Development shall be equipped with a garbage disposal unit.

DULY ENTERED FOR TAXATION
23 day March 19 77
Barbara H. Jennings Auditor
Hamilton Co.

Approved

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ESTANCIA

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:

- (a) mow such portion of the lot upon which grass has been planted at such times as may be reasonably required.
- (b) remove all debris or rubbish;
- (c) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development;
- (d) keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Lot Owners 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 Lot Owners Association shall have the right, but not the obligation, by and through its agents and 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 these restrictions. The cost therefor to the Developer shall be collected in any reasonable manner from the Owner. Neither the Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

The Lot Owners Association has the first right of refusal before a lot can be conveyed.

Diligence in Construction: Every building whose construction or placement on any residential lot in the Development is begun shall be completed within twelve (12) 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.

Until such time as a sanitary sewerage system is installed in this subdivision, sanitary septic tank with adequate absorption bed or dry well shall be installed for each dwelling erected. Such septic tank absorption bed and/or dry well shall be of such a type and construction and so located on the land as to be approved in writing by the Public Health Authority.

In the event a sanitary sewer is constructed by a City or other form of local government, and such sewer is within two hundred (200) feet of any lot property line of said subdivision, in that event, all owners of property will within one (1) year after sewer is available for connection connect to said sewer.

The architectural control committee composed of J. Fred Risk, James E. Huffer, and R. J. Klein have authority to review building plans for conformity and harmony of external design with existing structures.

No other sanitary project or device for sewer disposal shall be permitted or used in this subdivision unless prior approval is obtained from said committee and the same is approved by the proper regulatory authorities.

There may be no more than one septic or waste disposal system for each single family dwelling located on a tract of land which is no less than 1 1/2 acres. No portion of a finger system that is connected to a septic or waste disposal system, shall be located less than 30 feet from a lot line. No septic or waste disposal system shall be located in such a way as to pollute Williams Creek.

The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Said provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this plat, and thereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision it is agreed to change the covenants in whole or in part. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Septic System Review Procedure: The septic systems constructed on this project will be subject to the review procedure as set out in the Instrument recorded in Book _____ page _____ in the Office of the Recorder of Hamilton County, Indiana.

Private Roads: A private road as shown on the plat is reserved for the common use and enjoyment of the owners of the lots in the Development, their families and invitees. Such road is not dedicated for the use of the general public, but it is dedicated to the common use and enjoyment of the owners of lots in the Development, however, the road may be used by all public and quasi-public vehicles, including but not limited to, police, fire and other emergency vehicles, trash and garbage collectors, post office vehicles, and privately-owned delivery vehicles. Such road shall be maintained by the Owners of the several lots in this subdivision. It is understood and agreed that the Developer of this subdivision has no control over the availability of school buses and mail services. No representation is made herein for such services.

For the purpose of maintaining the private roads within the subdivision, each and every lot owner, in accepting a Deed or Contract for any lot in such premises, shall be a member of and shall be subject to the duly adopted By-laws, Rules, Determinations and Assessments of the Lot Owners Association, hereinafter referred to as the "Association". The sole purpose of the Association shall be to make the ordinary and reasonable expenditures necessary to properly maintain the private roads platted herein. The Association shall be governed by a President and Secretary and shall meet annually on March 15th, or on the next day following in the event such falls on a Sunday, or legal holiday, to elect such officers and to carry on the business of the Association. Meetings of the Association may be called by the President or by written request of any five (5) lot owners. Written notice of such special meeting shall be given to all lot owners at least ten (10) days in advance of such meeting. Any and all assessments imposed by the Association shall be approved by a majority vote of the lot owners in attendance and for the purpose of voting, the owner or owners of each lot shall have one (1) vote in determining the affairs of said Association. The Association shall have the power to levy a uniform annual charge or assessment against all lots within the development. Every assessment shall be paid by the members of the Association before the 1st day of June of the year for which the assessment is made and the Association shall fix the amount of the annual assessment by the 1st day of May in each year and written notice of the assessment so fixed shall be sent to each member. Any assessment levied against said lots, together with interest or other charges or costs as herein provided, shall become and remain a lien upon such lots until paid in full, and shall also be a personal obligation of the owner or owners of such lots at the time they fall due. Such assessments and obligations shall bear interest at the rate of ten (10) percent per annum until paid in full.

The initial officers of said Association shall be J. Fred Risk, President, and James E. Huffer, Secretary. All Officers shall serve until the succeeding Officers are duly elected pursuant to the provisions herein. The Association shall enact By-laws and said By-laws along with the books and records of the Association shall be kept by the Secretary and shall be available for inspection by any member of the Association during reasonable business hours upon request. The Association is empowered to own landscape and maintain the road. The road and common areas are to be conveyed by deed to the Lot Owners Association, which then assumes maintenance and is responsible. If the Association members so vote, for the paving of the road.

All lot owners will be required to install, or have installed, at least one gas or electric "dusk to dawn" yard light in the front.

The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by swale, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, or elevated walks and driveways shall be erected in, on, over, under, or across any such easement; except that a drainage easement may also be used as a utility strip, and structures permitted in a utility strip may be erected therein provided that they do not interfere with the flow of water. Owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easement herein reserved.

In the event storm water drainage from any lot or lots flows 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.

Lot Owners Association shall covenant to let all Federal, State and Municipal Authorities have access to all lots by way of the private access road.

DULY ENTERED FOR TAXATION

23 day March 19 77
Burton J. Jennings Auditor 3 OF 4
Hamilton County

Approved

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ESTANCIA

Witness our signatures this 5th day of August, 1976.

J. Fred Risk
J. Fred Risk

James E. Huffer
James E. Huffer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared J. Fred Risk and James E. Huffer, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the used and purposes therein expressed.

Witness my hand and Notarial Seal this 5th day of August, 1976.

Larry K. Shimer
Notary Public LARRY K. SHIMER

My Commission Expires MARCH 12, 1977

COMMISSION CERTIFICATE

UNDER 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, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF CARMEL AS FOLLOWS:

Adopted by the Carmel-Clay Plan Commission at a meeting held July 30th 1976.

CARMEL - CLAY PLAN COMMISSION

James L. Litzinger
President - James Litzinger
Russell McCant
Secretary

DULY ENTERED FOR TAXATION

23 day March 1977
Barbara J. Jennings Auditor
Hamilton County

This Instrument prepared by Allan H. Weihe, this 28th day of May, 1976.

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