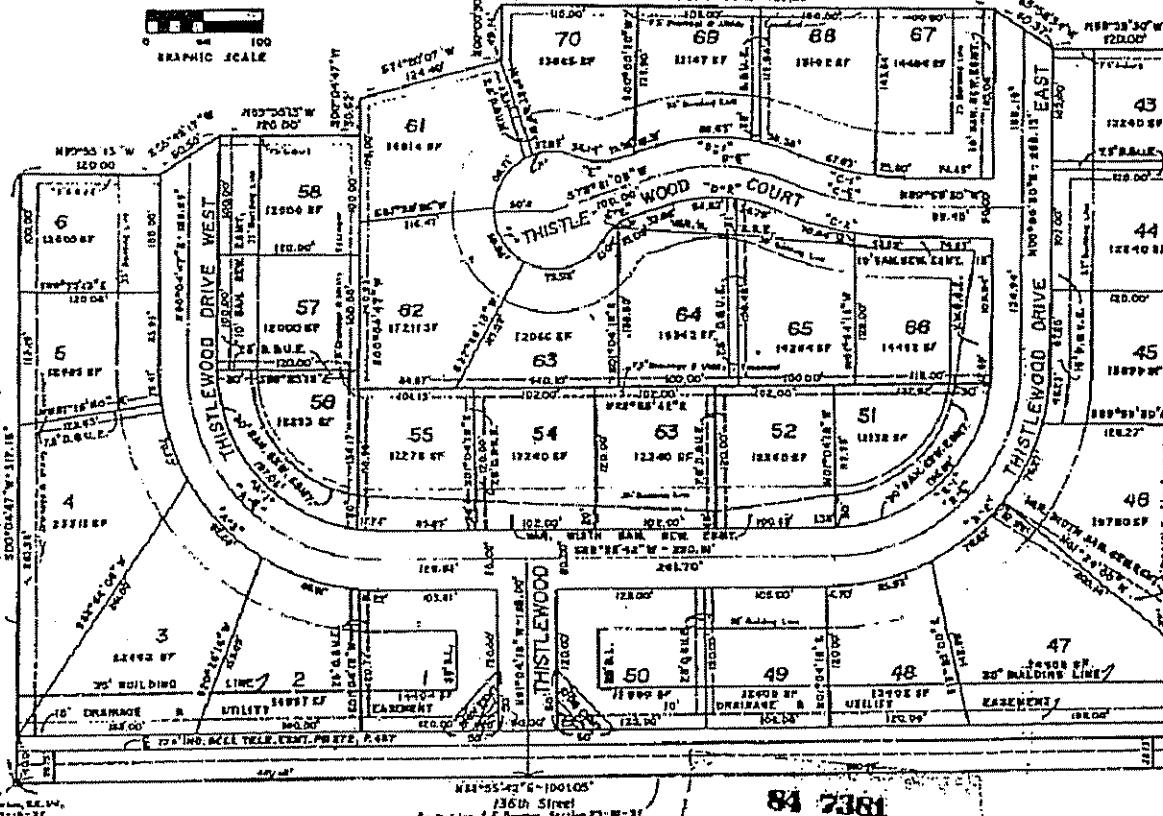


THISTLEWOOD

SECTION ONE

LOT & CURVE DATA			
LOT NO.	L.	C.O.	LOT NO.
1	100.00	100.00	1
2	100.00	100.00	2
3	100.00	100.00	3
4	100.00	100.00	4
5	100.00	100.00	5
6	100.00	100.00	6
7	100.00	100.00	7
8	100.00	100.00	8
9	100.00	100.00	9
10	100.00	100.00	10
11	100.00	100.00	11
12	100.00	100.00	12
13	100.00	100.00	13
14	100.00	100.00	14
15	100.00	100.00	15
16	100.00	100.00	16
17	100.00	100.00	17
18	100.00	100.00	18
19	100.00	100.00	19
20	100.00	100.00	20
21	100.00	100.00	21
22	100.00	100.00	22
23	100.00	100.00	23
24	100.00	100.00	24
25	100.00	100.00	25
26	100.00	100.00	26
27	100.00	100.00	27
28	100.00	100.00	28
29	100.00	100.00	29
30	100.00	100.00	30
31	100.00	100.00	31
32	100.00	100.00	32

LOT NO.	L.	C.O.	LOT NO.	L.	C.O.	LOT NO.	L.	C.O.
1	100.00	100.00	2	100.00	100.00	3	100.00	100.00
4	100.00	100.00	5	100.00	100.00	6	100.00	100.00
7	100.00	100.00	8	100.00	100.00	9	100.00	100.00
10	100.00	100.00	11	100.00	100.00	12	100.00	100.00
13	100.00	100.00	14	100.00	100.00	15	100.00	100.00
16	100.00	100.00	17	100.00	100.00	18	100.00	100.00
19	100.00	100.00	20	100.00	100.00	21	100.00	100.00
22	100.00	100.00	23	100.00	100.00	24	100.00	100.00
25	100.00	100.00	26	100.00	100.00	27	100.00	100.00
28	100.00	100.00	29	100.00	100.00	30	100.00	100.00
31	100.00	100.00	32	100.00	100.00			



RECEIVED FOR RECORD
AT 2:40 PM

JUN 6 1984
MAY 11 1984
May M Clark

I, the undersigned, a Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision of part of the Southeast Quarter of Section 23, Township 18 North, Range 3 East in Clay Township, Hamilton County, Indiana, described as follows:

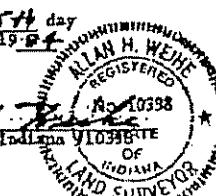
Beginning at the Southwest corner of the Southeast Quarter of Section 23, Township 18 North, Range 3 East; thence North 88 degrees 55 minutes 42 seconds East (assumed bearing) on the South line of said Southeast Quarter 1001.05 feet to a point 330.11 feet South 88 degrees 55 minutes 42 seconds West from the Southeast corner of the West Half of said Southeast Quarter; thence North 00 degrees 00 minutes 30 seconds East parallel with the East line of said West Half 610.57 feet; thence North 89 degrees 59 minutes 30 seconds West 120.00 feet; thence North 55 degrees 58 minutes 36 seconds West 60.32 feet; thence North 89 degrees 59 minutes 30 seconds West 420.00 feet; thence South 00 degrees 00 minutes 30 seconds West 49.16 feet; thence South 74 degrees 50 minutes 07 seconds West 124.49 feet to a point 290.00 feet South 89 degrees 55 minutes 13 seconds East from the West line of said Southeast Quarter; thence South 00 degrees 04 minutes 47 seconds West parallel with said West line 30.62 feet; thence North 89 degrees 55 minutes 13 seconds West 120.00 feet; thence South 55 degrees 49 minutes 17 seconds West 60.50 feet; thence North 89 degrees 55 minutes 13 seconds West 120.00 feet to the West line of said Southeast Quarter; thence South 00 degrees 04 minutes 47 seconds West on said West line 517.15 feet to the place of beginning, containing 13.862 acres, more or less.

Subject to an easement granted to Indiana Bell Telephone Company, Incorporated, recorded in Book 272, page 67 in the Office of the Recorder of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

This subdivision consists of 32 lots, numbered 1 through 6, both inclusive, 43 through 58, both inclusive, and 61 through 70, both inclusive, with streets as shown hereon. The size of lots and width of street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 5th day of May, 1984,

Allen H. Weibe, Reg. L.S.-Indiana #10398
REGISTERED LAND SURVEYOR
OF INDIANA



DULY ENTERED FOR TAXATION

6th day of May, 1984

Barbara J. Johnson Auditor
Hamilton County

Parcel #

Land-Site G. Langston

The undersigned, Robert C. Langston of Hamilton County in the State of Indiana, being the owner of record of all of the above described tract of land, hereby lay off, plat and subdivide lots and streets such tracts and do hereby dedicate for public use any of such areas not previously dedicated, in accordance with the within plat. 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 THISTLEWOOD, SECTION ONE, a subdivision in Hamilton County, State of Indiana.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

No more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than sixteen hundred (1600) square feet in the case of a one-story structure, nor less than nine hundred (900) 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 eighteen hundred (1800) square feet of finished and livable 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 garage 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 fence shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Architectural Control Committee. Such 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 10 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 finished grade to the upper side of eave lines, 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 exterior 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, at no 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 voter may proceed 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 assessments shown on the within plat are reserved as assessments for use of city or country in which this subdivision is located, owners in this subdivision, and public utility companies for the installation, use, maintenance, repair, and removal of sewage, water mains, utility poles, wires and other facilities and utilities necessary or incident 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 aforesaid, herein, and owners in this subdivision shall take their title to the land contained in such utility strip subject to the perpetual assessment herein reserved.

The Cable TV easements shown on the within plat are reserved for the approved franchised "Company" and its successors and assigns, forever. The easement and right from time to time hereafter to erect, install, lay, use, maintain, replace, increase or decrease the size of and remove coaxial cable and other fixtures and appurtenances for the purpose of transmitting and distributing radio and television signals by way of said coaxial cable, and over, under and across said easement. This also includes the right of ingress and egress for all purposes incident to such easement, and the "Company" is hereby granted the express right to make clearances of brush and debris from said property in order to successfully install and maintain said coaxial cable.

No numbers, trailers, boats, or similar vehicles shall be parked on any lot in this subdivision unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in this subdivision, the users of any street in this subdivision.

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.

If geo-thermal heat pumps are used, they shall have a closed-loop system.

The lot owners in this subdivision have the maintenance responsibility for the sidewalk that adjoins their lot.

The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by public ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, or elevated walkways and driveways shall be erected in, on, over, under, or across any such easement; except that a drainage assessment may also be used as a utility strip, and structures permitted in a utility 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 assessment subject to the perpetual assessment 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 assessment for such flow of water is provided on said plat.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

It shall be the duty of the owner of each lot in this subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer for the expenses incurred in so doing.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers.

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, notwithstanding 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.

Witness my signature this 13 day of May 1984.

Robert C. Langston

Sue G. Langston

Sue G. Langston

STATE OF INDIANA)
COUNTY OF HAMILTON)
S.R.

Before me the undersigned Notary Public, do and for the County and State, personally appeared Robert C. Langston, who acknowledged the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

and Sue G. Langston, *Barbara J. Heubert*

Notary Public
County of Residence *Hamilton*

My Commission Expires
9-19-85

UNDER AUTHORITY PROVIDED BY CHAPTER 176, ACTS OF 1947, ENACTED BY THE CENTRAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS ANNOTATED THERETO, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA. THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF CARMEL, AS FOLLOWS:

Adopted by the Carmel City Plan Commission at a meeting held

March 20 1984

CARMEL CITY PLAN COMMISSION

President *Secretary*

COUNTY COMMISSIONERS CERTIFICATE

UNDER AUTHORITY PROVIDED BY ACTS OF 1902, PUBLIC LAW 1, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, INDIANA, AT A MEETING HELD ON *March 5, 1984*.

George Stevens
George Stevens

Don Goldsmith
Don Goldsmith

Barbara J. Heubert
Barbara J. Heubert, County Auditor

DULY ENTERED FOR TAXATION

6 day of January 1984

Barbara J. Heubert
Auditor
Hamilton County

This instrument prepared by Allan H. Weibe.

Parcel #

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HAMILTON COUNTY

JUNE 1984

page 11 page 5-6

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