

BAYCREST ADDITION
Plat Book 7 pages 89-90-91
Recorded March 26, 1979

Entry No.

Page No.

REGISTERED LAND SURVEYOR'S CERTIFICATE

"I, Leland D. Miller, Jr., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA:

THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON February 6, 1979; THAT ALL THE MONUMENTS SHOWN THEREON WILL BE SET AT TIME OF CONSTRUCTION: AND THAT ALL OTHER REQUIREMENTS SPECIFIED HEREIN, DONE BY ME, HAVE BEEN MET.

A survey of a part of the Southeast Quarter of Section 36, Township 20 North, Range 4 East, located in Jackson Township, Hamilton County, Indiana, being more specifically described as follows:

BEGINNING at the Northeast corner of the Southeast Quarter of Section 36, Township 20 North, Range 4 East; thence South 00 degrees 07 minutes 10 seconds West (assumed bearing) 217.00 feet on and along the East line of said Southeast Quarter; thence South 89 degrees 00 minutes 20 seconds West 376.00 feet; thence South 00 degrees 07 minutes 10 seconds West 85.00 feet; thence South 89 degrees 00 minutes 20 seconds West 253.77 feet to a point on the Easterly right-of-way line of the Nickel Plate Railroad, said point also being on a curve to the left and being North 54 degrees 38 minutes 03 seconds East 2848.92 feet from the radius point of said curve; thence Northwesterly 223.34 feet on and along said right-of-way line and on and along said curve to the left to the Point of Tangency of said curve to the left, said Point of Tangency being North 50 degrees 08 minutes 34 seconds East 2848.92 feet from said radius point; thence North 39 degrees 51 minutes 26 seconds West 98.94 feet on and along said right-of-way line to the Point of Curvature of a curve to the right; said Point of Curvature being South 50 degrees 08 minutes 34 seconds West 2863.01 feet from the radius point of said curve to the right; thence Northwesterly 58.21 feet on and along said right-of-way line and on and along said curve to the right to a point on the North line of the Southeast Quarter of Section 36, Township 20 North, Range 4 East, said point being the Southwestern most corner of block "B", Cicero Shores, Section 3, (as recorded in Plat Book 4, pages 2 and 3, and re-recorded in Plat Book 4, pages 25-26); thence North 89 degrees 00 minutes 20 seconds East 866.96 feet on and along the North line of said Southeast Quarter to the Point of Beginning.

Also: Block "B" in Cicero Shores, Section 3 as recorded in Plat Book 4, pages 2 and 3 and re-recorded in Plat Book 4, page 25-26 in the records of Hamilton County, Indiana.

Containing 4.57 acres more or less, being subject to all applicable easements and right-of-way of record.

This subdivision consists of Twelve (12) lots, Numbered One (1) through Twelve (12), inclusive. The sizes of lots and widths of streets are shown on this plat by figures denoting feet and decimal parts thereof.

NOTE: Lot 11 of said plat was conveyed away as metes and bounds before the plat was dated or recorded. The people who purchased this property, Terance C. Weber, Noel D. Tanner, Ronald Warren Jr., and Donald S. Havens, did not sign the plat.

Entry No.

Page No. 2

By Leland D. Miller, Jr.
Registered Land
Surveyor #S0083

This Document Prepared by Leland D. Miller, Jr.
Land Surveying & Mapping

"We, the undersigned Craig Heindel, Diane Heindel, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as Baycrest Addition, an addition to Cicero, Hamilton County, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

There are strips of ground Twenty-five feet in width as shown on this plat and marked "Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

DECLARATION OF RESTRICTIONS
BAYCREST DEVELOPMENT PROJECT

THIS DECLARATION made this 9th day of February, 1979 by Craig R. Heindel and Diane J. Heindel (hereinafter referred to as the "Developer"), WITNESSES:

WHEREAS, the Developer is the owner of all the lands contained in the area to be known as the "Baycrest Addition" (hereinafter referred to as the "Development"), and is more particularly described on the plat of the Development to be recorded in the offices of the recorder of Hamilton County, Indiana, and

WHEREAS, the Developer is about to sell and convey the lots situated within the Development and before doing so desires to subject and impose upon all real estate within the Development, except lots number "11" and "12" therein, mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and the future owners thereof:

NOW THEREFORE, the Developer hereby declares that all of the platted lots (except lots numbered "11" and "12" therein) located within the development as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and

improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the restrictions shall run with the land and shall be binding upon the developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The developer specifically reserved unto itself the right and privilege, prior to the recording of the plat by the developer of a particular tract or lot within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development or to include additional real estate.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Baycrest Development Control Committee, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer.

B. "Lot" shall mean any parcel of real estate described by the plat of the Development which is to be recorded in the offices of the Recorder of Hamilton County, Indiana, except lots numbered "11" and "12" therein.

C. Approvals, determinations, permissions or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer, by Craig R. Heindel and Diane J. Heindel, and with respect to the Committee, by two members thereof.

D. "Owner" shall mean a person who is acquiring any right, title, or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT

A. In General. Every numbered lot in the Development, except lots numbered "11" and "12" therein, is a residential lot and shall be used exclusively for residential purposes. No structure shall be erected, placed, or permitted to remain upon any of said residential lots except a dwelling house and such outbuildings as are usually accessory to a dwelling house. Lots numbered "11" and "12" located within the development which have not been designated as residential building lots in the recorded plat may be commercial in nature and shall be used in a manner consistent with the zoning and use designated in a master plan by the Cicero Planning Commission.

The Developer reserves unto itself the right to change the character of the designated commercial use at any time in the future and, where necessary, to apply to the necessary governmental body for such reclassification, rezoning, or variance of use needed to accommodate the Developer's planned use.

B. Residential use of Accessory Outbuildings Prohibited. No accessory outbuilding shall be erected on any of the residential lots prior to the erection thereon of a dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the committee and such decision shall be binding on all parties.

D. Other Restrictions. All tracts of ground in the Development shall be subject to any and all easements, restrictions, and limitations of record, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum gross square footage of living space of dwelling houses constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, and accessory buildings shall be 1,000 square feet.

B. Residential Setback Requirements. The front building set-back line shall be 25 feet from the right-of-way of the road upon which the lot abuts, or as set forth upon the plat of the Development. All other set-back requirements shall be determined by the rules set out by the Cicero Plan Commission, or any successor zoning authority having jurisdiction over the Development, and by such variances or changes as may be properly approved or permitted by above said zoning authorities.

C. Fences Any fence must be approved by the committee as to size, location, height and composition before it may be installed.

D. 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. Such maintenance shall specifically include, but not necessarily be limited to, the following.

1. Mow the lot at such times as may be reasonably required to prevent the unsightly growth of vegetation and noxious weeds.
 2. Remove immediately all rubbish and debris.
 3. Cut down and remove dead trees.
 4. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.
- E. Developer'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 Developer shall have the right, but not the obligation, by and through its agents or 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 conform to the requirements of these restrictions. The cost therefore 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 damages which may result from any maintenance work performed hereunder.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE

A. Nuisances. No outside toilets shall be permitted on any lot in the development (except during a period of construction and then only with the consent of the committee.)

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be carried on on any lot in the Development, nor shall anything be done on any of the said lots that shall become an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the committee.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No campers, trailers, boats, or similar vehicles shall be parked on any street in the Development. No truck 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 the other lots in the Development, or the users of any street in the Development.

E. Garbage and Other Refuse. No owner of a lot in the Development shall burn or permit the burning out of doors of any garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F. below.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be placed and kept as not to be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

G. Temporary Structures. No temporary house, trailer, camper, tent, or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be allowed on any lot.

H. Ditches and Swales. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated on his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon such lot as may be reasonably necessary to accomplish the purpose of this subsection.

I. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling, or boring.

J. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic systems be installed on any of the lots in the development, without the approval of the Committee.

6. BAYCREST DEVELOPMENT CONTROL COMMITTEE.

A. Powers of Committee.

1. Generally, No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color

and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require.

2. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(AA) The plans or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(BB) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures.

(CC) The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of the Owners.

3. Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustments shall be granted which is materially detrimental or injurious to other lots in the Development.

B. Duties of Committee. The Committee shall approve or disapprove such proposed improvements within 30 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event such notification is one of disapproval it shall specify the reason or reasons.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these restrictions and applicable regulations.

7. RULES COVERING BUILDING ON ADJACENT LOTS HAVINE ONE OWNER.

Whenever two or more contiguous lots in the Development shall be owner by the same person, and such Owner shall desire to use two or more of said lots as a site for one dwelling house, he shall apply in writing to the Committee for permission to so use said lots. If permission for such use shall be granted, the lots constituting the site for such dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as

the lots remain improved with one dwelling house.

8. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but the Developer shall not be liable for damages of any kind to any person for failing either to abide by, enforce, or carry out any of these Restrictions.

B. Delay or failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

9. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of an deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

10. TITLES

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and where ever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

11. DURATION

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2077, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

12. SEVERABILITY

Everyone of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

IN TESTIMONY HEREOF, witness the signatures of the Declarant this 9th day of February, 1979.

Craig R. Heindel

Diane J. Heindel

STATE OF INDIANA)
) SS:
HAMILTON COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Craig R. Heindel and Diane J. Heindel and acknowledged the execution of the foregoing Declaration of Restrictions.

Witness my hand and seal this 9th day of February, 1979.

Virginia L. Gunn
Notary Public
Resident of Hamilton County
My commission expires:

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 BOARD OF TRUSTEES OF THE TOWN OF CICERO, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF CICERO AS FOLLOWS:

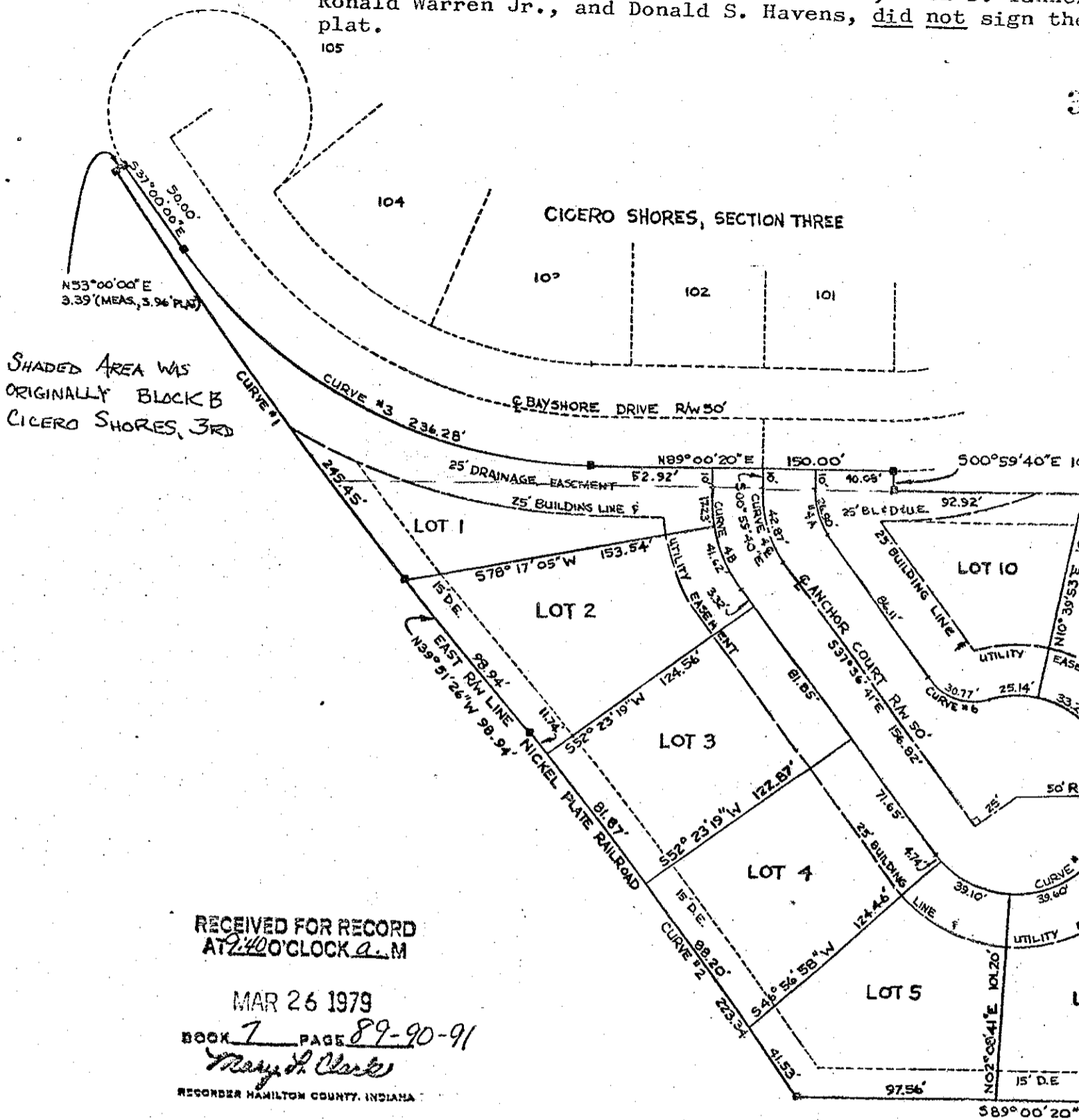
Adopted by the Cicero Plan Commission at a meeting held February 8, 1979.

John D. Clements
President

Sally J. Koss, Secretary

NOTE: Lot 11 of said plat was conveyed away as metes and bound before the plat was dated or recorded. The people who purchased this property, Terance C. Weber, Noel D. Tanner, Ronald Warren Jr., and Donald S. Havens, did not sign the plat.

105



SHADED AREA WAS
ORIGINALLY BLOCK B
CICERO SHORES, 3RD

RECEIVED FOR RECORD
AT 9:40 O'CLOCK A.M.

MAR 26 1979

BOOK 7 PAGE 89-90-91

Mary H. Clark

RECORDER HAMILTON COUNTY, INDIANA

REGISTERED LAND SURVEYOR'S CERTIFICATE

"I, Leland D. Miller, Jr., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA.

THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON FEBRUARY 6, 1979; THAT ALL THE MONUMENTS SHOWN THEREON WILL BE SET AT TIME OF CONSTRUCTION; AND THAT ALL OTHER REQUIREMENTS SPECIFIED HEREIN, DONE BY ME, HAVE BEEN MET.

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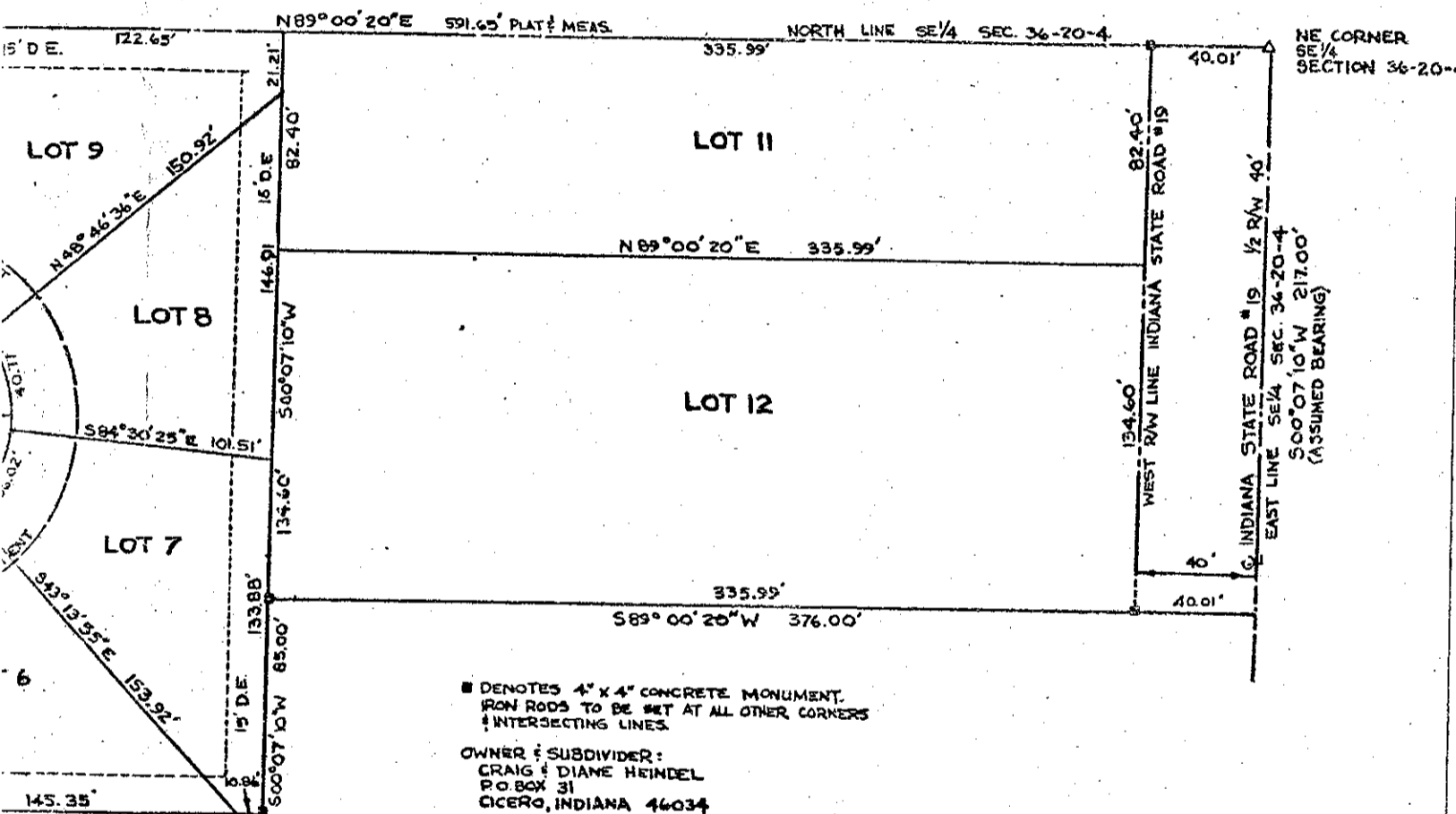
BAYCREST ADDITION

"RECORD PLAT"

CURVE DATA					
CURVE NO.	R	Δ	L	T	C
1	2863.01'	04°54'43"	245.45'	122.80'	245.37'
2	2848.92'	04°29'30"	223.34'	111.72'	223.28'
3	250.73'	53°59'40"	236.28'	127.74'	227.63'
4E	67.09'	36°37'02"	42.87'	22.20'	42.15'
4A	42.09'	36°37'02"	26.90'	13.93'	26.44'
4B	92.09'	36°37'02"	58.85'	30.47'	57.85'
5	50.00'	250°31'44"	218.63'	-70.71'	81.65'
6	25.00'	70°31'44"	30.77'	17.68'	28.87'



JULY 27, 1978



DULY ENTERED FOR TAXATION

26 day March 19 79

Barbara J. Jennings Auditor
Hamilton County

Containing 4.57 acres more or less, being subject to all applicable easements and right-of-way of record.

This subdivision consists of Twelve (12) lots, Numbered One (1) through Twelve (12), inclusive. The sizes of lots and widths of streets are shown on this plat by figures denoting feet and decimal parts thereof.

By Leland D. Miller, Jr.
Registered Land Surveyor #S0083
Leland D. Miller, Jr.



This Document Prepared by Leland D. Miller, Jr.
Land Surveying & Mapping
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Noblesville, Indiana 46060
(317) 773-2644