

BLUE CREEK

The undersigned, Frank J. Wehking and Phyllis Suzanne Mayne Wehking, owners and contract sellers, and Safco Development Company by Richard L. Fisher, Managing Partner, contract buyer, with an equitable interest in 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. The following restrictions, limitations, and covenants are hereby imposed upon and shall run with the land contained in such plat. This subdivision shall be known and designated as BLUE CREEK WOODS ESTATES, a subdivision in Hamilton County, Indiana. All streets and alleys shown and not heretofore dedicated, are dedicated to the public.

There are strips of ground shown upon the plat as utility easements which are hereby reserved for use of 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, but the owners thereof shall take their title subject to the rights of such utilities and to the rights of owners of other real estate in this subdivision for ingress and egress in, along, and through the several strips so reserved. Fences may be erected on said strips. Additional reservations of utility easements may be made by separate recorded instrument. In addition to the above easements, there is a Buckeye Pipe Line Easement that affects Lots 1, 2, 3, 4, 5, 16, 17, 18, 19, 24, 25, 26, 27, 28, 29, 30 and 31.

All parcels of real estate shown in the foregoing plat as numbered parcels shall be known and designated as residential lots (hereinafter called "Lots"). No structure shall be erected, altered, placed or permitted to remain on such lot other than single family dwellings.

No trailer, shacks or outhouses of a permanent or temporary 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 material and tools.

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.

No residence having a ground floor area exclusive of open porches and garages of less than 1100 square feet in the case of a one story structure or 900 feet in case of a higher structure shall be erected or maintained on any lot or lots in this subdivision.

No building shall be erected, placed or altered on any lot in such subdivision until and unless the building plans, specifications and plot plan showing the location of such building have been approved as to conformity and harmony of external design and location with existing structures in the subdivision and as to the topography and finished ground elevation of such lot by Safco Development Company or Richard L. Fisher, or any person to whom the right of such approval has been assigned by Safco Development Company or Richard L. Fisher. Provided, however, that such requirements shall be conclusively deemed satisfied for all purposes if any such building or alteration is substantially completed without the filing by Safco Development Company or Richard L. Fisher, or such assignee of an action to enjoin such erection or alteration. The requirement set forth in this paragraph may be assigned only in writing by Safco Development Company or Richard L. Fisher, to any person or entity, and may be waived in writing by Safco Development Company, or Richard L. Fisher, or any successor or assign with respect to any lot or lots.

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.

Any person acquiring title to any portion of the real estate of the foregoing subdivision shall take the same subject to all of the terms, covenants, conditions, provisions and restrictions herein contained and those contained in any Declaration of Covenants and Restrictions hereafter placed of record in Hamilton County, Indiana, by Safco Development Company or Richard L. Fisher, prior to the acquisition of title by such person, and subject to any amendments of or supplements to any such Declaration of Covenants and Restrictions hereafter.

ODS ESTATES

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 or conditions herein, it shall be lawful for any person owning real estate in this subdivision to prosecute and 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 amounts for such violation.

The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect until January 1, 202, at which time said covenants shall automatically be extended for successive periods of ten (10) years unless by vote of the majority of the ten owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part. If a Declaration of Covenants and Restrictions is hereafter recorded, the same may be amended in any manner herein provided.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

It is further understood and agreed that pursuant to Burns Indiana Statute Section 48-3963 that as part of the consideration running to the City of Carmel, the Developer herein irrevocably releases its right and the right of its successors in title to remonstrate against pending or future annexation to the City of Carmel.

In the event storm water drainage from any lot or lots flow across another lot, provisions 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.

Witness my signature this 11th day of DECEMBER, 1979.

Richard L. Fisher
Richard L. Fisher, Managing Partner

Frank J. Wehking
Frank J. Wehking

Phyllis Suzanne Mayne Wehking
Phyllis Suzanne Mayne Wehking

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me the undersigned, a Notary Public for said County and State, personally appeared Richard L. Fisher, Frank J. Wehking and Phyllis Suzanne Mayne Wehking, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the used and purposes herein expressed.

Witness my hand and Notarial Seal this 11th day of DECEMBER 1979.

Larry K. Shimer
Notary Public LARRY K. SHIMER
County of Residence, Hamilton

Commission Expires
MARCH 12, 1981

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
on November 20, 1979.

...shown and described ...
...subdivided, and do hereby lay off, plat and
...lotted and subdivided in accordance with the within plat. The
...said real estate in accordance with the within plat. The
...restrictions, limitations, and covenants are hereby imposed upon
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...shall run with the land contained in such plat. This subdivision
...shall be known and designated as BLUE CREEK WOODS ESTATES, a subdivision
...in Hamilton County, Indiana. All streets and alleys shown and not
...heretofore dedicated, are dedicated to the public. •

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RECEIVED FOR RECORD
AT 3 O'CLOCK P.M.

APR 16 1980

BOOK 8 PAGE 76

Plan. H. N. 1.

DULY ENTERED FOR TAXATION

16th day April 1980

Barbara J. Jennings Auditor
Hamilton County

damage or other amounts for such violation.

The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect until January 1, 2002, at which time said covenants shall automatically be extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part. If a Declaration of Covenants and Restrictions is hereafter recorded, the same may be amended in any manner therein provided.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

It is further understood and agreed that pursuant to Burns Indiana Statute Section 48-3963 that as part of the consideration running to the City of Carmel, the Developer herein irrevocably releases its right and the right of its successors in title to remonstrate against pending or future annexation to the City of Carmel.

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Witness my signature this 11th day of DECEMBER, 1979.

Richard L. Fisher
Richard L. Fisher, Managing Partner

Frank J. Wehking
Frank J. Wehking

Phyllis Suzanne Mayne Wehking
Phyllis Suzanne Mayne Wehking

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me the undersigned, a Notary Public for said County and State, personally appeared Richard L. Fisher, Frank J. Wehking and Phyllis Suzanne Mayne Wehking, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the used and purposes therein expressed.

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Larry K. Sumner
Notary Public LARRY K. SUMNER
County of Residence, Hamilton

My Commission Expires
MARCH 12, 1981

COMMISSION CERTIFICATE

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Adopted by the Carmel-Clay Plan Commission at a meeting held November 20, 1979.

CARMEL - CLAY PLAN COMMISSION

E. Davis Coats
President, E. Davis Coats

Rosalind McCart
Secretary

This plat was given approval by the City of Carmel Board of Public Works at a meeting held

Albert B. Pickett
Albert B. Pickett

William Knowles
William Knowles

Albert F. Hohl
Albert F. Hohl