

BRIARWOOD

Recorded July 25, 1974

Plat Book 5 - Page 73

Entry No.

Page No.

The undersigned, general partners in M. & N. Joint Venture, owners of the real estate described in the place of "BRIARWOOD ADDITION", (herein after called Developer) do hereby lay off, plat and subdivide the same into tracts, lots and streets in accordance with the within plat. This subdivision shall be known and designated as BRIARWOOD, an addition in Hamilton County, Indiana, and shall be subject to the following covenants and restrictions.

1. This subdivision shall be known and designated as "Briarwood Addition", a subdivision of Hamilton County, Indiana. All streets shown and not dedicated are hereby dedicated to the public for its use.

2. There are strips of ground shown upon the within plat marked Utility Easements which are reserved for the use of all public utility companies, not including transportation companies, for the installation and maintenance of water and sewer mains, ducts, lines, cables and wires, subject at all times to the proper authorities and to the easements herein reserved. All utility services shall be located underground. No permanent structures are to be erected upon said strips of land, and owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

3. The drainage easements shown on the within plat are reserved for the drainage of storm water. 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 provided that utility installations do not interfere with the flow of water. Lot owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easements herein reserved.

4. All numbered lots in this subdivision shall be designated as residential lots. Only one single family dwelling with an attached two or three car garage shall be permitted on any one lot. No business, trade, profession or other calling of any nature shall be carried on or conducted at any time in any building on any lot in this subdivision.

5. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have, exclusive of open porches or garages, a ground floor of 1900 square feet in the case of a one story structure, or 1200 square feet in the case of a two story structure. No structure of more than one story shall have less than an aggregate of 2200 square feet of finished liveable floor area. All private driveways located on lots in this subdivision shall be constructed with a hard surface finish no later than one and one-half years after occupancy of the dwelling unit located thereon. Further, no residence shall be erected, placed or permitted to remain on any lot if said residence as constructed shall exceed 30 feet in height from the original natural contour of the lot in question.

6. 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 buildings and the further location of necessary utilities, have been approved as to the conformance and harmony of external design, location with existing structures in the subdivision, and as to the topography and finished ground elevations of such lot, by the developer, or his designated representatives. Said approval by the developer will further include the right of the developer or his designated representatives to approve or disapprove a proposed builder or contractor for a particular structure to be erected on any building plot in this subdivision. Should the developer fail to approve or disapprove the plans and specifications or the proposed builder or contractor within 30 days after the same have been submitted, their approval shall not thereafter be required.

7. No trailer, tent, shack, basement, garage, accessory building, or temporary structure of any kind shall be used for temporary or permanent dwelling purposes on any of the within lots; nor shall any accessory building be erected prior to the construction of the principal structure.

8. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum front building setback line as shown on the within plat. The height and design of any fence or wall proposed to be erected by a lot owner herein shall be subject to the approval of the developer or his designated representatives, and such fences or walls shall not exceed 48 inches in height and shall be of a decorative nature. No boat, trailer or camper of any kind or any disabled vehicle shall be kept or parked upon any lot in this subdivision or on any street thereof except within a garage or other approved structure.

9. 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 or any kind or any part thereof, No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet, however, any proposed construction closer than 15 feet to the side of any lot must be approved by the developer or his designated representative. 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, however, the above and foregoing covenants and restrictions relative to public utilities easements shall require compliance under all previously stated circumstances.

10. 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 architectural appearance of such residence.

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11. No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for commercial purposes. This restriction shall exclude the following enumerated lots which are in excess of 2 acres in size, said lots being numbered as follows: 1, 2, 4 and a combination of any two or more of the contiguous lots numbered 3, 4, 17, 18, 19, 20, 21, 25, 31 and 32 upon which lots harboring of horses only shall be permitted, the prohibition of harboring, breeding or maintaining any other animals, livestock or poultry except household pets shall be prohibited on lots numbered 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 22, 23, 24, 26, 27, 28, 29, 30, 33, 34, and 35.

12. Private water supply and sewerage systems may be located, constructed and maintained to serve the lots in this subdivision, provided said systems are approved in writing by the proper governmental authorities, it being further understood that owners of residential lots in the subdivision agree that at such time as annexation proceedings may be instituted by the town of Carmel, Indiana, that they will make no objections to such annexation, and will not oppose same.

13. No residential lot or lots shall be further subdivided by the owner or owners thereof for the purpose of creating one or more additional lots.

14. No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned upon any of the within described premises.

15. All fuel storage tanks in this subdivision shall be underground.

16. 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 onto the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

17. All numbered lots of this subdivision shall require a certified percolation test by a registered professional engineer or surveyor to obtain building permits. This test will be conducted in accordance with all requirements of the Hamilton County and State Boards of Health.

18. Any lot purchased must have construction of the principal dwelling unit initiated within two years of the original purchase date, and said construction must be completed within one year on its initiation, including final grading. In the event that any purchaser of a lot shall fail to initiate construction within two years of purchase of the lot, the developer may demand that said lot be resold to the developer at the original sale price, and such lot purchaser or owner waives any right to seek reimbursement of any expenses incurred during his ownership thereof. All lots shall be kept mowed and free of debris. Should any owner fail to do so the 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 the developer for the expense in doing so.

19. The principal dwelling constructed on any lot described herein shall be occupied by the owners, and the transfer of possession of said principal dwelling by the owners to one or more tenants pursuant to lease or rental contract which results in occupancy of said principal dwelling by non-owners for a period in excess of one continuous year is prohibited.

20. The designated Tract A in this subdivision (hereinafter referred to as a community area) shall remain in a lake area and shall be maintained and preserved in its natural state for the exclusive use and enjoyment of the several lot owners in this subdivision. Such lot owners, upon consumation of the purchase of any lot within the subdivision shall become a member of the Briarwood Homeowners Association, which association shall own and maintain the above described community area, and which association shall further assume the sole responsibility for maintenance of said community area, including the establishment of rules and regulations for its preservation, use and control. There are strips of ground shown upon the within plat marked community area easement which are reserved for the use of all lot owners herein, and owners owners of lots in this subdivision shall take their title subject to the rights of the users of said community area easements and shall not in any way infringe upon lawful usage.

21. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of structures erected or maintained in violation therein is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns, and the Carmel Plan Commission, its successors or assigns, who shall be entitled to such relief without being required to show any damages of any kind to any such lot owner or owners.

22. The foregoing covenants and restrictions shall be in full force and effect until March 1, 1984, at which time the same shall be automatically extended for successive periods of five (5) years, unless by a vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgement or court order shall in no way effect any of the other covenants or restrictions which shall remain in full force and effect.

WITNESS OUR HANDS AND SEALS this 17th day of May 1974.

Norman N. Newburg

Jack H. McKown

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

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SS:

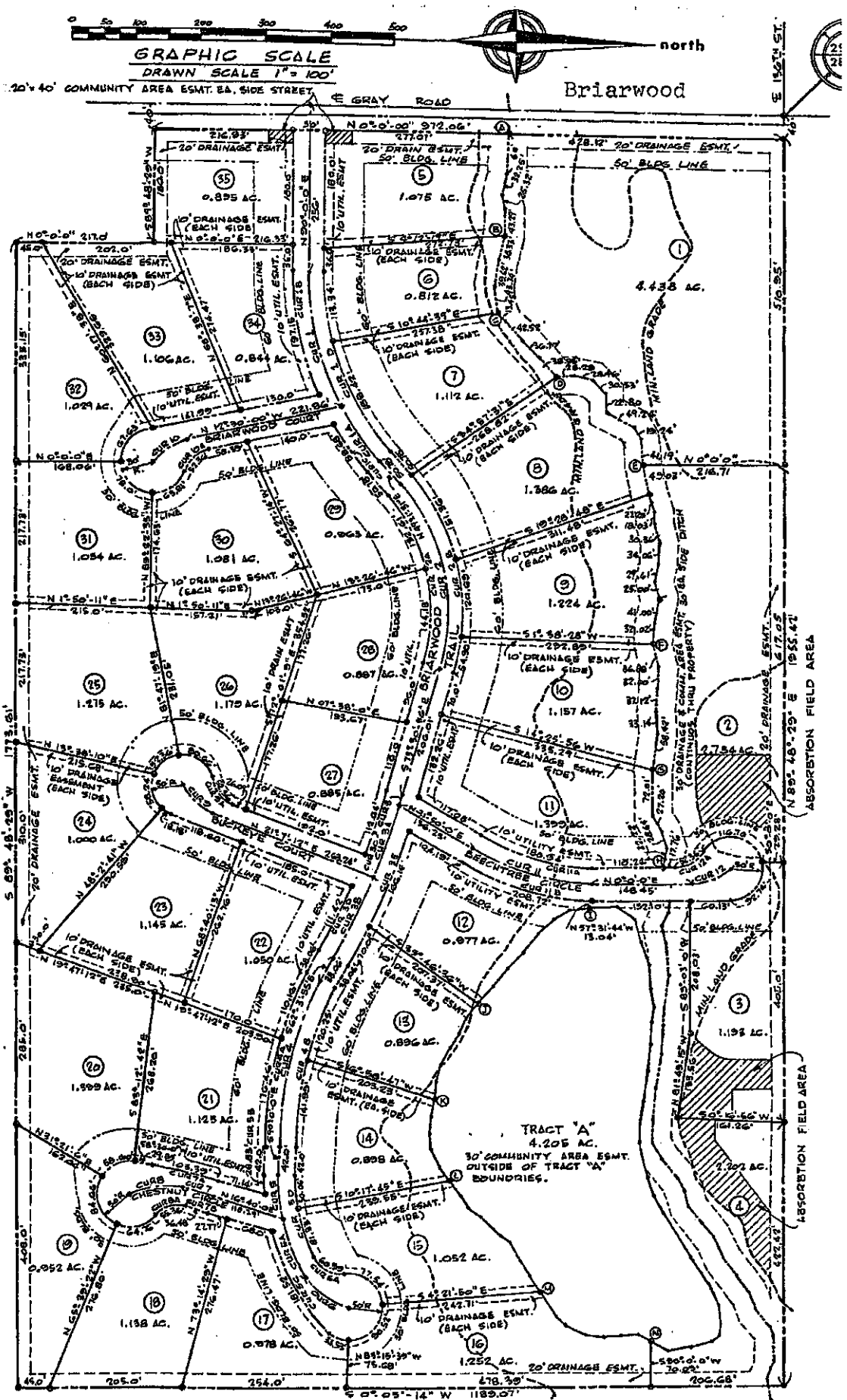
Before me, the undersigned Notary Public, in and for the County and State personally appeared Jack H. McKown and Norman N. Newburg who acknowledge the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my hand and seal this 17th day of May 1974.

Betty Jean Lynch

My commission expires:

Feb. 6, 1977



I, GLENN D. WARNER, 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 supervised by me. That all monuments shown thereon actually exist and that the location and size, type of material are as shown.

A subdivision of part of the Northwest Quarter of Section 28, Township 18 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said Section 28, thence on and along the north line thereof, north 89 degrees 48 minutes 29 seconds east a distance of 40 feet to the POINT OF BEGINNING located on the easterly right-of-way of Gray (Hickie) Road;

thence continuing along said north line, north 89 degrees 48 minutes 29 seconds east a distance of

WITNESS my hand and seal this 6 day of MAY 1971

Glenn D. Warner
 Registered Land Surveyor, No. 1115

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I, DEWITT CLINTON KEELER, 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 supervised by me that all monuments shown thereon actually exist and that the location and size, type of material are as shown.

A subdivision of part of the Northwest Quarter of Section 28, Township 18 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said Section 28, thence on and along the north line thereof, north 89 degrees 48 minutes 29 seconds east a distance of 40.0 feet to the POINT OF BEGINNING located on the easterly right of way of Gray (Hinkle) Road; thence continuing along said north line, north 89 degrees 48 minutes 29 seconds east a distance 510.95 feet to a point; thence south 0 degrees 0 minutes 0 seconds a distance of 216.71 feet to a point; thence south 84 degrees 26 minutes 0 seconds west a distance of 41.19 feet to a point; thence south 62 degrees 6 minutes 10 seconds west a distance of 19.24 feet to a point; thence south 29 degrees 10 minutes 3 seconds west a distance of 49.24 feet to a point; thence south 74 degrees 44 minutes 42 seconds west a distance of 22.80 feet to a point; thence south 58 degrees 23 minutes 33 seconds west a distance of 30.53 feet to a point; thence south 18 degrees 26 minutes 6 seconds west a distance of 28.46 feet to a point; thence south 8 degrees 7 minutes 48 seconds east a distance of 28.28 feet to a point; thence south 48 degrees 7 minutes 20 seconds west a distance of 38.95 feet to a point; thence south 45 degrees 0 minutes 0 seconds west a distance of 36.77 feet to a point; thence south 48 degrees 48 minutes 51 seconds west a distance of 42.52 feet to a point; thence south 48 degrees 0 minutes 46 seconds west a distance of 13.45 feet to a point; thence south 79 degrees 27 minutes 39 seconds west a distance of 43.74 feet to a point; thence north 79 degrees 49 minutes 28 seconds west a distance of 39.62 feet to a point; thence north 82 degrees 30 minutes 15 seconds west a distance of 38.33 feet to a point; thence north 83 degrees 22 minutes 3 seconds west a distance of 43.29 feet to a point; thence south 80 degrees 54 minutes 35 seconds west a distance of 25.32 feet to a point; thence north 82 degrees 52 minutes 30 seconds west a distance of 32.25 feet to a point; thence north 90 degrees 0 minutes 0 seconds west a distance of 60.00 feet to a point on the easterly right of way of Gray (Hinkle) Road; thence north 0 degrees 0 minutes 0 seconds along said right of way a distance of 428.12 feet to the POINT OF BEGINNING, containing 4.438 acres, more or less and subject to all legal easements and rights of way of record.

WITNESS my hand and seal this
15th day of September, 1976

DeWitt C. Keeler, Registered Land Surveyor, State of Indiana
License No. S-0263

Noblesville Title and Abstract Company
Noblesville, Indiana

The undersigned, general partners in M. & N. Joint Venture, owners of the real estate described in the plat of "BRIARWOOD ADDITION", (herein after called Developer) do hereby lay off, plat and subdivide the same into tracts, lots and streets in accordance with the within plat. This subdivision shall be known and designated as BRIARWOOD, an addition in Hamilton County, Indiana, and shall be subject to the following covenants and restrictions:

1. This subdivision shall be known and designated as "Briarwood Addition", a subdivision of Hamilton County, Indiana. All streets shown and not dedicated are hereby dedicated to the public for its use.
2. There are strips of ground shown upon the within plat marked Utility Easements which are reserved for the use of all public utility companies, not including transportation companies, for the installation and maintenance of water and sewer mains, ducts, lines cables and wires, subject at all times to the proper authorities and to the easements herein reserved. All utility services shall be located underground. No permanent structures are to be erected upon said strips of land, and owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.
3. The drainage easements shown on the within plat are reserved for the drainage of storm water. 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 provided that utility installations do not interfere with the flow of water. Lot owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easements herein reserved.
4. All numbered lots in this subdivision shall be designated as residential lots. Only one single family dwelling with an attached two or three car garage shall be permitted on any one lot. No business, trade, profession or other calling of any nature shall be carried on or conducted at any time in any building on any lot in this subdivision.
5. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have, exclusive of open porches or garages, a ground floor of 1900 square feet in the case of a one story structure, or 1200 square feet in the case of a two story structure. No structure of more than one story shall have less than an aggregate of 2200 square feet of finished and liveable floor area. All private driveways located on lots in this subdivision shall be constructed with a hard surface finish no later than one and one-half years after occupancy of the dwelling unit located thereon. Further, no residence shall be

erected, placed or permitted to remain on any lot if said residence as constructed shall exceed 30 feet in height from the original natural contour of the lot in question.

6. 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 buildings and the further location of necessary utilities, have been approved as to the conformancy and harmony of external design, location with existing structures in the subdivision, and as to the topography and finished ground elevation of such lot, by the developer or his designated representatives. Said approval by the developer will further include the right of the developer or his designated representatives to approve or disapprove a proposed builder or contractor for a particular structure to be erected on any building plot in this subdivision. Should the developer fail to approve or disapprove the plans and specifications of the proposed builder or contractor within 30 days after the same have been submitted, their approval shall not thereafter be required.

7. No trailer, tent, shack, basement, garage, accessory building, or temporary structure of any kind shall be used for temporary or permanent dwelling purposes on any of the within lots; nor shall any accessory building be erected prior to the construction of the principal structure.

8. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum front building setback line as shown on the within plat. The height and design of any fence or wall proposed to be erected by a lot owner herein shall be subject to the approval of the developer or his designated representatives, and such fences or walls shall not exceed 48 inches in height and shall be of a decorative nature. No boat, trailer or camper of any kind or any disabled vehicle shall be kept or parked upon any lot in this subdivision or on any street thereof except within a garage or other approved structure.

9. 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 or any kind or any part thereof. No building, structure or accessory building shall be erected closer to the side of any lot than 30 feet, however, any proposed construction closer than 15 feet to the side of any lot must be approved by the developer or his designated representatives. 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, however, the above and foregoing covenants and restrictions relative to public utilities easements shall require compliance under all previously stated circumstances.

10. 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 architectural appearance of such residence.

11. No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for commercial purposes. This restriction shall exclude the following enumerated lots which are in excess of 2 acres in size, said lots being numbered as follows: 1, 2, 4 and a combination of any two or more of the contiguous lots numbered 3, 4, 17, 18, 19, 20, 21, 26, 31 and 32 upon which lots harboring of horses only shall be permitted, the prohibition of harboring, breeding or maintaining any other animals, livestock or poultry except household pets shall be prohibited on lots numbered 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 22, 23, 24, 26, 27, 28, 29, 30, 33, 34 and 35.

12. Private water supply and sewerage systems may be located, constructed and maintained to serve the lots in this subdivision, provided said systems are approved in writing by the proper governmental authorities, it being further understood that owners of residential lots in the subdivision agree that at such time as annexation proceedings may be instituted by the town of Carmel, Indiana, that they will make no objection to such annexation, and will not oppose same.

13. No residential lot or lots shall be further subdivided by the owner or owners thereof for the purpose of creating one or more additional lots.

14. No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned upon any of the within described premises.

15. All fuel storage tanks in this subdivision shall be underground.

16. 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 onto the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

17. All numbered lots of this subdivision shall require a certified percolation test by a registered professional engineer or surveyor to obtain building permits. This test will be conducted in accordance with all requirements of the Hamilton County and State Boards of Health.

18. Any lot purchased must have construction of the principal dwelling unit initiated within two years of the original purchase date, and said construction must be completed within one year on its initiation, including final grading. In the event that any purchaser of a lot shall fail to initiate construction within two years of purchase of the lot, the developer may demand that said

lot be resold to the developer at the original sale price, and such lot purchaser or owner waives any right to seek reimbursement of any expenses incurred during his ownership thereof. All lots shall be kept mowed and free of debris. Should any owner fail to do so the 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 the developer for the expense in doing so.

19. The principal dwelling constructed on any lot described herein shall be occupied by the owners, and the transfer of possession of said principal dwelling by the owners to one or more tenants pursuant to lease or rental contract which results in occupancy of said principal dwelling by non-owners for a period in excess of one continuous year is prohibited.

20. The area designated Tract A in this subdivision (hereinafter referred to as community area) shall remain a lake area and shall be maintained and preserved in its natural state for the exclusive use and enjoyment of the several lot owners in this subdivision. Such lot owners, upon consumation of the purchase of any lot within the subdivision shall become a member of the Briarwood Homeowners Association, which association shall own and maintain the above described community area, and which association shall further assume the sole responsibility for maintenance of said community area, including the establishment of rules and regulations for its preservation, use and control. There are strips of ground shown upon the within plat marked community area easement which are reserved for the use of all lot owners herein, and owners of lots in this subdivision shall take their title subject to right of the users of said community area easements and shall not in any way infringe upon lawful usage.

21. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by the process of law of structures erected or maintained in violation therein is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, and the Carmel Plan Commission, its successors or assigns, who shall be entitled to such relief without being required to show any damages of any kind to any such lot owner or owners.

22. The foregoing covenants and restrictions shall be in full force and effect until March 1, 1984, at which time the same shall be automatically extended for successive periods of five (5) years, unless by a vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part, invalidation of any one of the foregoing covenants and restrictions, by judgement or court order shall in no way effect any of the other covenants or restrictions which shall remain in full force and effect.

23. Lots designated 1 and 1A shall have, and maintain common private driveway entrance onto North Gray Road. Such driveway shall have a hard surface, to be maintained by the owners of

Lots 1 and 1A. The joint maintenance shall extend east of the 40 feet right of way an additional 15 feet, to the place where such common driveway shall divide in a fork, and commence the respective driveways. Owners of Lots 1 and 1A shall covenant and agree to share all expenses of construction and maintenance on a share and share alike basis. Furthermore, neither lot owner shall obstruct or impede entrance to or exit from, said common driveway. These covenants are binding on heirs, successors and assigns of the Owners of Lots 1 and 1A.

WITNESS OUR HANDS AND SEALS this 16th day of September, 1976.

Jack H McKown
Managing Partner, M. & N.
Joint Venture

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned Notary Public, in and for the County and State personally appeared Jack H. McKown and _____ who acknowledge the execution of the foregoing instrument as their voluntary act and, deed, for the purposes therein expressed.

Witness my hand and seal this 16 day of Sept. 1976.

Vera J. Hinshaw

My commission expires:
7-28-80

APPROVALS:

James R. Litzsinger
President Carmel Plan Commission

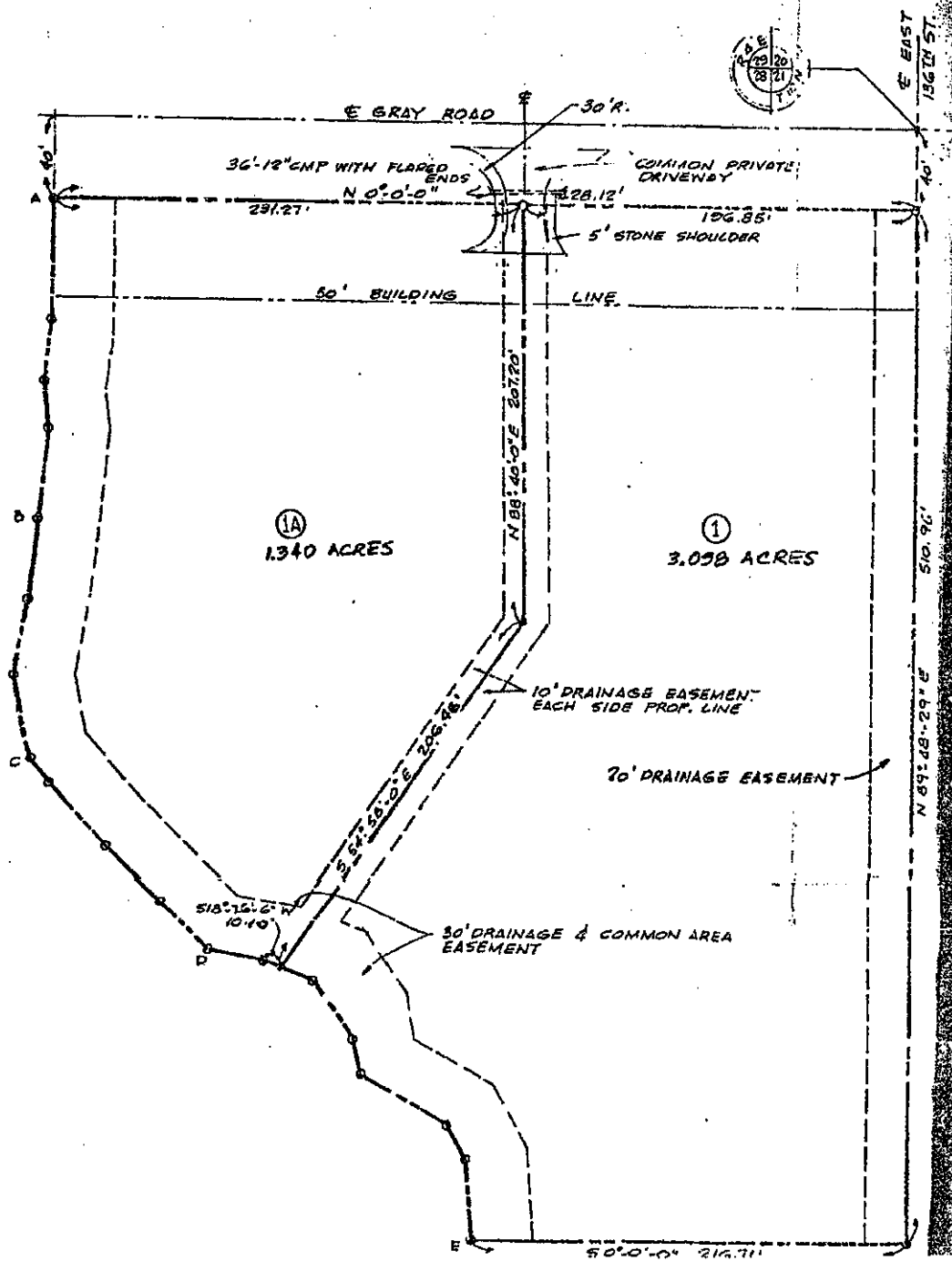
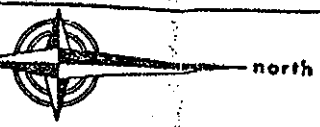
Rosalind McCart
Secretary Plan Com

Prepared by Jos. Webb & Co., Inc.

Developer N & N Joint Venture



GRAPHIC SCALE
DRAWN SCALE 1" = 40'



650920

AMENDMENT OF COVENANTS AND RESTRICTIONS

FOR

BRIARWOOD ADDITION

WHEREAS, M. & N. Joint Venture, an Indiana General Partnership, executed and recorded on July 25, 1974, Covenants and Restrictions along with a Plat for "Briarwood Addition" in Plat Book 5, Page 73, in the Office of the Recorder of Hamilton County, Indiana, and

WHEREAS, said Covenants and Restrictions as recorded contain portions which require clarification or correction and certain other provisions were inadvertently omitted, and

WHEREAS, M. & N. Joint Venture has, since the recording of the Covenants and Restrictions, sold all lots in the Addition and deeded Tract A over to Briarwood Homeowners Association, Inc. (hereinafter referred to as "Declarant").

NOW, THEREFORE, Declarant hereby amends the Covenants and Restrictions for Briarwood Addition in all the following particulars (said Covenants and Restrictions being those as recorded with the Plat on July 25, 1974, in Plat Book 5, Page 73, in the Office of the Recorder of Hamilton County, Indiana, a copy of said Covenants and Restrictions is attached hereto and marked Exhibit "A", and made a part hereof):

1. Wherever in the Briarwood Addition Covenants and Restrictions the word "Developer" appears, the words "Briarwood Homeowners Association, Inc." shall be substituted for the word "Developer".

2. The paragraph numbered numerically as Paragraph No. 8 in the Briarwood Addition Covenants and Restrictions shall be changed to read as follows:

This Instrument recorded May 8, 1980
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

"No fence or wall shall be erected or placed on any lot nearer to the street than the minimum front building set-back line as shown on the within Plat. The height and design of any fence or wall shall not exceed seventy-two (72) inches in height and shall be of a decorative nature. No boat, trailer or camper of any kind or any disabled vehicle shall be kept or parked upon any lot in this Subdivision or on any street hereof, except within a garage or other approved structure."

RECEIVED
FOR RECORD
MAY 8 2 09 PM '80
MARY L. CLARK
RECORDER
HAMILTON COUNTY, IND.

3. The Paragraph numbered numerically as Paragraph No. 10 in the Briarwood Addition Covenants and Restrictions is hereby amended and changed to read as follows:

"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 architectural appearance of such residence and the plans for same shall be submitted to the Briarwood Homeowners Association, Inc. for their approval and shall be governed by the same requirements as those set forth under Paragraph No. 6 of the Covenants and Restrictions."

4. The Paragraph numbered numerically as Paragraph No. 20 in the Briarwood Addition Covenants and Restrictions shall be amended and changed to read as follows:

"The area designated Tract A in this Subdivision (hereinafter referred to as "Community Area") shall remain a lake area and shall be maintained and preserved in its natural state for its exclusive use and enjoyment of the several lot owners in this Subdivision. Such lot owners, upon consummation of the purchase of any lot within the Subdivision shall become a member of the Briarwood Homeowners Association, Inc., which association shall own and maintain the above-described Community Area, and which association shall further assume the sole responsibility for the maintenance of said Community Area, including the establishment of rules and regulations for its preservation, use and control. All Community Area easements as shown upon the Plat and marked Community Area Easements and reserved for the use of all lot owners herein, are hereby abolished and done away with. The only Community Area easement reserved for the use of all lot owners herein shall hereinafter be the peninsula in the lake and a sixty (60) foot wide strip leading directly from Beechtree Court into the peninsula. Briarwood Homeowners Association, Inc. hereby reserves a maintenance easement only around the perimeter of the lake and along the drainage ditch (creek), and along both sides of the entrance to Briarwood Addition off of Gray Road for the purpose of maintaining and, if necessary, erecting new entrance posts, gates, markings, etc."

5. The Paragraph numbered numerically as Paragraph No. 18 in the Briarwood Addition Covenants and Restrictions shall be amended by deleting it in its entirety and submitting in its place the following Paragraph:

"All lots shall be kept mowed and free of debris. Should any owner fail to do so, the Briarwood Homeowners Association may take such action as it deems appropriate

in order to make the lot neat and attractive, and the owner shall upon demand reimburse the Briarwood Homeowners Association for the expense in doing so."

6. An additional paragraph is hereby added to the Briarwood Addition Covenants and Restrictions. The paragraph is hereby designated as Numerical No. 24 and reads as follows:

"All pools constructed or placed in Briarwood Addition, upon any lot, shall be in-ground and no above-ground pools shall be permitted."

7. Upon this Amendment of Covenants and Restrictions being recorded in the Office of the Recorder of Hamilton County, Indiana, Delcarant shall be deemed to have ratified and confirmed the provisions of the Covenants and Restrictions except insofar as the same shall have been amended by the terms hereof, as to which Amendments the terms and provisions hereof shall supersede and supplant the terms of such Covenants and Restrictions. Each Lot heretofore conveyed by Developer was conveyed subject to the terms and provisions of the Covenants and Restrictions, and upon the Owner of any such Lot executing a separate instrument which is placed of record in the Office of the Recorder of Hamilton County, Indiana, under which such Owner accepts the terms and provisions of the Covenants and Restrictions as herein amended, or affixes his or their signature/s hereto in the place hereinafter provided, thereby indicating such Owner's acceptance of such terms and provisions of the Covenants and Restrictions, as herein amended, in all respects the same as if the Covenants and Restrictions, as herein amended, had been executed and recorded prior to the conveyance of such portions by deed by the Developer.

Executed this 17 day of August, 1979.

BRIARWOOD HOMEOWNERS ASSOCIATION, INC.

BY: Curtis J. Butcher, Pres.
Curtis J. Butcher
President

ATTEST:

Susie McKown
Susie McKown
Secretary

This Instrument Prepared by: Curtis J. Butcher, Attorney at Law

COVENANTS AND RESTRICTIONS

The undersigned, general partners in M. & N. Joint Venture, owners of the real estate described in the plat of "BRIARWOOD ADDITION", (herein after called Developer) do hereby lay off, plat and subdivide the same into tracts, lots and streets in accordance with the within plat. This subdivision shall be known and designated as BRIARWOOD, an addition in Hamilton County, Indiana, and shall be subject to the following covenants and restrictions:

1. This subdivision shall be known and designated as "Briarwood Addition", a subdivision of Hamilton County, Indiana. All streets shown and not dedicated are hereby dedicated to the public for its use.
2. There are strips of ground shown upon the within plat marked Utility Easements which are reserved for the use of all public utility companies, not including transportation companies, for the installation and maintenance of water and sewer mains, ducts, lines cables and wires, subject at all times to the proper authorities and to the easements herein reserved. All utility services shall be located underground. No permanent structures are to be erected upon said strips of land, and owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.
3. The drainage easements shown on the within plat are reserved for the drainage of storm water. 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 provided that utility installations do not interfere with the flow of water. Lot owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easements herein reserved.
4. All numbered lots in this subdivision shall be designated as residential lots. Only one single family dwelling with an attached two or three car garage shall be permitted on any one lot. No business, trade, profession or other calling of any nature shall be carried on or conducted at any time in any building on any lot in this subdivision.
5. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have, exclusive of open porches or garages, a ground floor of 1900 square feet in the case of a one story structure, or 1200 square feet in the case of a two story structure. No structure of more than one story shall have less than an aggregate of 2200 square feet of finished and liveable floor area. All private driveways located on lots in this subdivision shall be constructed with a hard surface finish no later than one and one-half years after occupancy of the dwelling unit located thereon. Further, no residence shall be erected, placed or permitted to remain on any lot if said residence as constructed shall exceed 30 feet in height from the original natural contour of the lot in question.
6. 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 buildings and the further location of necessary utilities, have been approved as to the conformity and harmony of external design, location with existing structures in the subdivision, and as to the topography and finished ground elevations of such lot, by the developer, or his designated representatives. Said approval by the developer will further include the right of the developer or his designated representatives. Said approval by the developer will further include the right of the developer or his designated representatives to approve or disapprove a proposed builder or contractor for a particular structure to be erected on any building plot in this subdivision. Should the developer fail to approve or disapprove the plans and specifications or the proposed builder or contractor within 30

7. No trailer, tent, snack, basement, garage, accessory building, or temporary structure of kind shall be used for temporary or permanent dwelling purposes on any of the within lots; nor shall any accessory building be erected prior to the construction of the principal structure.

8. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum front building setback line as shown on the within plat. The height and design of any fence or wall shall not exceed 48 inches in height and shall be of a decorative nature. No boat, trailer or camper of any kind or any disabled vehicle shall be kept or parked upon any lot in this subdivision or on any street thereof except within a garage or other approved structure.

9. 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 or any kind or any part thereof. No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet, however, any proposed construction closer than 15 feet to the side of any lot must be approved by the developer or his designated representative. 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, however, the above and foregoing covenants and restrictions relative to public utilities easements shall require compliance under all previously stated circumstances.

10. 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 architectural appearance of such residence.

11. No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for commercial purposes. This restriction shall exclude the following enumerated lots which are in excess of 2 acres in size, said lots being numbered as follows: 1, 2, 4 and a combination of any two or more of the contiguous lots numbered 3, 4, 17, 18, 19, 20, 21, 25, 31 and 32 upon which lots harboring of horses only shall be permitted, the prohibition of harboring, breeding or maintaining any other animals, livestock or poultry except household pets shall be prohibited on lots numbered 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 22, 23, 24, 26, 27, 28, 29, 30, 33, 34, and 35.

12. Private water supply and sewerage systems may be located, constructed and maintained to serve the lots in this subdivision, provided said systems are approved in writing by the proper governmental authorities, it being further understood that owners of residential lots in the subdivision agree that at such time as annexation proceedings may be instituted by the town of Carmel, Indiana, that they will make no objections to such annexation, and will not oppose same.

13. No residential lot or lots shall be further subdivided by the owner or owners thereof for the purpose of creating one or more additional lots.

14. No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned upon any of the within described premises.

15. All fuel storage tanks in this subdivision shall be underground.

16. 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 onto the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

17. All numbered lots of this subdivision shall require a certified percolation test by a registered professional engineer or surveyor to obtain building permits. This test will be conducted in accordance with all requirements of the Hamilton County and State Boards of Health.

18. Any lot purchased must have construction of the principal dwelling unit initiated within two years of the original purchase date, and said construction must be completed within one year on its initiation, including final grading. In the event that any purchaser of a lot shall fail to initiate construction within two years of purchase of the lot, the developer may demand that said lot be resold to the developer at the original sale price, and such lot purchaser or owner waives any right to seek reimbursement of any expenses incurred during his ownership thereof. All lots shall be kept mowed and free of debris. Should any owner fail to do so, the 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 the developer for the expense in doing so.

19. The principal dwelling constructed on any lot described herein shall be occupied by the owners, and the transfer of possession of said principal dwelling by the owners to one or more tenants pursuant to lease or rental contract which results in occupancy of said principal dwelling by non-owners for a period in excess of one continuous year is prohibited.

20. The area designated Tract A in this subdivision (hereinafter referred to as community area) shall remain a lake area and shall be maintained and preserved in its natural state for the exclusive use and enjoyment of the several lot owners in this subdivision. Such lot owners, upon consummation of the purchase of any lot within the subdivision shall become a member of the Briarwood Homeowners Association, which association shall own and maintain the above described community area, and which association shall further assume the sole responsibility for maintenance of said community area, including the establishment of rules and regulations for its preservation, use and control. There are strips of ground shown upon the within plat marked community area easement which are reserved for the use of all lot owners herein, and owners of lots in this subdivision shall take their title subject to right of the users of said community area easements and shall not in any way infringe upon lawful usage.

21. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of structures erected or maintained in violation therein is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, and the Carmel Plan Commission, its successors or assigns, who shall be entitled to such relief without being required to show any damages of any kind to any such lot owner or owners.

22. The foregoing covenants and restrictions shall be in full force and effect until March 1, 1984, at which time the same shall be automatically extended for successive periods of five (5) years, unless by a vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part, invalidation of any one of the foregoing covenants or restrictions, by judgement or court order shall in no way effect any of the other covenants or restrictions which shall remain in full force and effect.

23. All driveways exiting on Briarwood Trail shall be constructed with a turnaround apron, and garage entrances to said drives or aprons shall be at the side, or to the rear of the house.

ACCEPTANCE OF COVENANTS AND RESTRICTIONS

AS AMENDED

For Value Received, the undersigned, as owners of the real estate described opposite their signatures affixed below, hereby accept the terms and provisions of the certain Covenants and Restrictions recorded along with the Plat on July 25, 1974, in Plat Book 5, Page 73, in the Office of the Recorder of Hamilton County, Indiana, and the foregoing Amendment to the Covenants and Restrictions, and agree that the real estate owned by the undersigned, described below, is and hereby becomes and hereafter shall be subject to the terms and provisions of such Covenants and Restrictions and the foregoing Amendment thereto. The terms hereof shall run with the real estate owned by the undersigned and described below and be binding upon and inure to the benefit of the undersigned and their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the undersigned have affixed their hands.

Robert J. Spurr, Executed 8-19, 1979

Lot No. 17 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

William J. Spurr, Executed 8-19, 1979

W. Stewart, Executed 8-19, 1979

Lot No. 16 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Judy L. Edwards, Executed 8-19, 1979

E. O. Stewart Sr., Executed 8-19, 1979

Lot No. 14 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Eric A. Wood, Executed 8-19, 1979

Brian J. Jeffrey, Executed 8/19, 1979

Lot No. 6 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Linda S. Jeffrey, Executed 8/19, 1979

Reba A. Benson Executed 8/19, 1979

Lot No. 5 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

John A. Benson, Executed 8/19, 1979

Deanna Jeffrey Executed 8/19, 1979

Lot No. 6 in Briarwood Addition, Section, a subdivision in Clay Township; Hamilton County, Indiana, as per Plat Book 5; Page 73, in the office of the Recorder of Hamilton County, Indiana.

Linda S. Jeffrey Executed 8/19, 1979

Bussard McKee Executed 8/19, 1979

Lot No. 2 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Jack Ann Kow, Executed 8/19, 1979

Cynthia J. Butcher, Executed 8/19, 1979

Lot No. 8 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Mary Ann Butcher Executed 8/19, 1979

Cynthia J. Butcher, Executed 8/19, 1979

Lot No. 9 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Mary Ann Butcher, Executed 8/19, 1979

J. T. Fackler, Executed 8/19, 1979

Lot No. 23 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Melinda L. Fackler, Executed 8/19, 1979

H. O. Sherwin, Executed 8-19, 1979

Lot No. 14 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Lore M. Wilson, Executed 8-19, 1979

William D. Paul, Executed 8/19, 1979

Lot No. 34 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Yael Paulson, Executed 8/19, 1979

Donald J. Smith, Executed 8-17, 1979

Lot No. 30 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

John William Beckel, Executed 8-17, 1979

Lot No. 31 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Donald J. Smith, Executed 8-19, 1979

John William Beckel, Executed 8-19, 1979

Lot No. 29 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

James R. Smith, Executed 8-19, 1979

Jacob L. Smith, Executed 8-19, 1979

Lot No. 12 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

John M. Maloney, Executed 8/27, 1979

Christine P. Maloney, Executed 8/27, 1979

Lot No. 32 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Richard P. Spang, Executed 5/6, 1979

Charles P. Spang, Executed 5/6, 1980

William P. Spang, Executed 5/6, 1979

Mary Ann B. Edmondson, Executed 5/6, 1980

Lot No. _____ in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

John A. Benson Executed 8/19, 1979

Lot No. 5 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

John A. Benson, Executed 8/19, 1979

George S. Tiffany Executed 8/19, 1979

Lot No. 6 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Linda S. Tiffany Executed 8/19, 1979

Susan M. Tucker Executed 8/19, 1979

Lot No. 2 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed 8/19, 1979

Theresa Trump Executed 8/19, 1979

Lot No. 33 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Keith Trump, Executed 8/19, 1979

J. T. Sparks Executed 8/19, 1979

Lot No. 23 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Melinda Sparks Executed 8/19, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

Richard J. Gentry, Executed 8/17, 1979

Lot No. 26 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Shirley M. Gentry, Executed 8/17, 1979

John D. Wiley, Executed _____, 1979

Lot No. 25 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Joan W. Wiley, Executed 8/19, 1979

Don J. Hill, Executed 8/19, 1979

Lot No. 24 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Candice D. Hill, Executed 8/19, 1979

William R. Moore, Executed 8/20, 1979

Lot No. 22 in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Harold S. Moore, Executed 8/20, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

Daniel Chapman Executed 8/19, 1979

Lot No. 21 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

David L. Chapman, Executed 8/19, 1979

William P. Evans, Executed 8/19, 1979

Lot No. 27 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

L. J. Evans Executed 8/19, 1979

Robert L. Craig, Executed 8/19, 1979

Lot No. 4 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Jean O. Craig, Executed 8/19, 1979

Alvin Kestell Executed 8/20, 1979

Lot No. 3 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

Edger C. Seitz, Executed 8/19, 1979

Lot No. 10 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Richard Seitz, Executed 8/21, 1979

Frank T. Brels, Executed 8/26, 1979

Lot No. 35 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73; in the office of the Recorder of Hamilton County, Indiana.

Carroll D. Juller, Executed 8/26, 1979

Donna Clutter, Executed 8/30, 1979

Lot No. 28 in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

Robert E. Clutter, Executed 11/4, 1979

_____, Executed _____, 1979

Lot No. ~~28~~ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

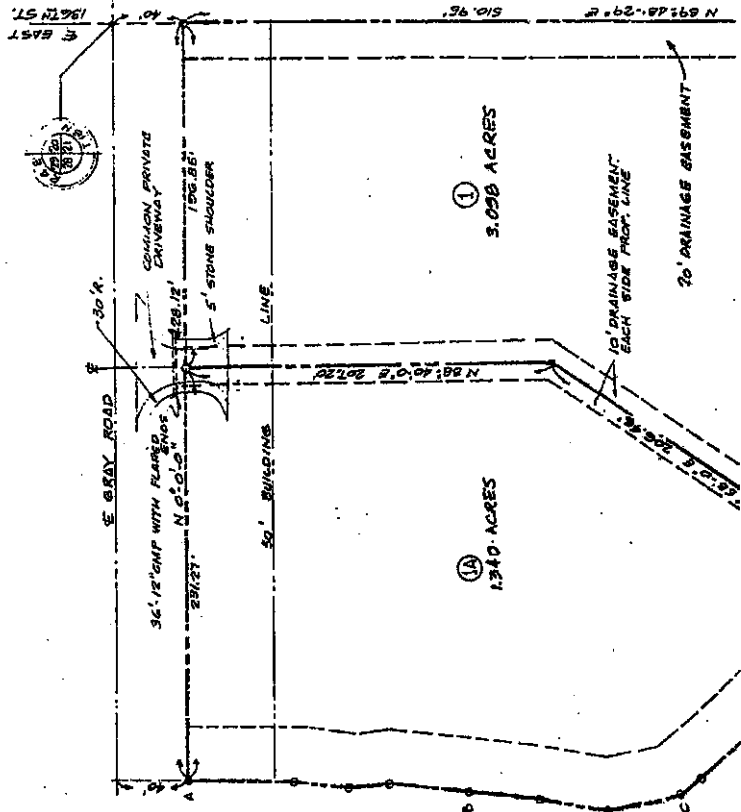
_____, Executed _____, 1979

_____, Executed _____, 1979

Lot No. _____ in Briarwood Addition, Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 5, Page 73, in the office of the Recorder of Hamilton County, Indiana.

_____, Executed _____, 1979

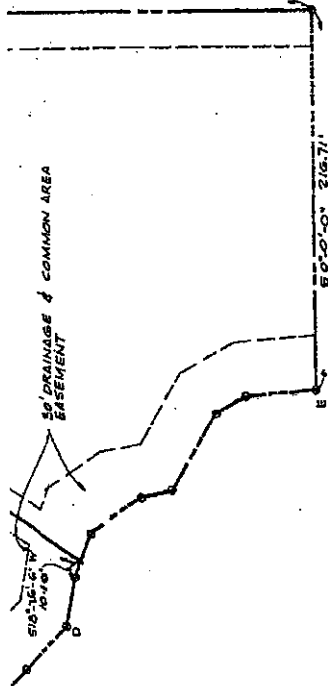
Brarwood Sec 2



UNDESIGNED, UNPAVED PAVED In the public utility waters of the
 water described in the plat of "HILKWOOD ADDITION", hereinafter
 called "water" do hereby set off, plot and subdivide the same into tracts,
 lots and streets in accordance with the within plat. This subdivision shall
 be made and subject to the following provisions:

1. This subdivision shall be known and designated as "Hilkwood Addition",
 a subdivision of Hamilton County, Indiana. All streets shown and not desig-
 nated are hereby dedicated to the public for its use. All public utility
 lines shown and not designated are hereby reserved for the use of all public utility companies, not
 including transportation companies, for the installation and maintenance of
 water and sewer mains, ducts, lines cables and wires, subject at all times
 to the provisions of the following section. All other public utility
 lines shown shall be located underground. No permanent structures are to be
 erected upon said strips of land, and owners of lots in this subdivision
 shall have their titles subject to the rights of the public utilities.
 on the ground surface of any lot. All public utility lines shall be located
 along or across water. No structure, other than storm water drainage
 structures, retaining walls, or elevated walk and driveways shall be erected
 in, on, over, under or across any such easement except that a drainage
 structure shall be permitted on any lot. All other public utility lines
 shall take their title to the land contained in such drainage easement subject
 to the perpetual easements herein reserved. All lots to be designated as residential
 shall be permitted on any one lot. No business, trade, profession or other
 building shall be erected, placed or permitted to remain on any lot
 unless said residence shall have, exclusive of open porches or garages, a
 ground floor lot for square feet of the structure. No structure, more
 than one story shall have less than an aggregate of 2200 square feet of fire-
 rated and liveable floor area. All private driveways located on lots in this
 subdivision shall be located on the right side of the declivity with located thereon.
 one and one-half times their occupancy of the declivity with located thereon.
 lot if said residence shall be erected, placed or permitted to remain on any
 one lot.
2. 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 and the further location of necessary
 design, location with existing structures in the subdivision, and as to the
 topography and finished ground elevations of such lot, by the developer, or
 his assignee, shall have been approved in writing by the responsible officer
 approve or disapprove a proposed builder or contractor for a particular
 structure to be erected on any building plot in this subdivision. Should the
 proposed builder or contractor within 30 days after the same have been sub-
 mitted, their approval shall not thereafter be required.
3. No trailer, tent, shack, basement, garage, accessory building, or temp-
 orary structure shall be erected, placed or permitted to remain on any building
 plot on any of the within lots; nor shall any accessory building be
 erected prior to the completion of the principal structure.
4. No fence or wall shall be erected or placed on any lot nearer to any
 street than as herein provided. The height and design of any fence or wall proposed to be erected by a
 lot owner herein shall be subject to the approval of the developer or his
 assignee and shall be of a decorative nature. No bank, trailer or
 camper of any kind or any disabled vehicle shall be kept or parked upon any lot
 in this subdivision or on any street thereof except within a garage or other
 approved structure.
5. Building lines as shown on the plat in feet back from the street prop-
 erty line are hereby established, between which line and the street property
 line there shall be erected or maintained no building structure or any kind
 of structure whatsoever. The distance between the street property line and the
 building structure shall be not less than 10 feet. Any building structure shall be
 erected closer to the side of any lot than the 10 feet building line shown
 on the plat only if approved in writing by the responsible officer of the
 developer or his designated representative. Where buildings are erected
 within the 10 feet building line, the same shall be subject to the provisions of
 the street boundaries of the multiple lots. However, the above and foregoing
 covenants and restrictions relative to public utility easements shall re-
 quire compliance under all previously stated circumstances. Buildings erected or
 maintained within the 10 feet building line shall be subject to the approval of
 the responsible officer of the developer or his designated representative. The
 type of construction and conform to the general architectural appear-
 ance of such residence, bank, or poultry of any description shall be related
 to the street property line. No dog, cat or other household pets, provided
 they are not kept, bred or maintained for commercial purposes. This restric-
 tion shall not apply to the following exempted lots which are in excess of 2 acres
 and more of the contiguous lots numbered 1, 4, 17, 18, 19, 20, 21, 22, 23,
 24 and 25 upon which lots numbering or horses only shall be permitted. The pro-
 hibition of horse-keeping, breeding or maintaining any other animals, livestock

(Note) All lots whose driveway easements are shown on this plat shall contain in the plat an easement for the driveway.



5. DEWITT CLAYTON WENZEL, hereby certify that I am a Registered Land Surveyor in compliance with the laws of the State of Indiana, that this plat correctly represents a survey supervised by me that all monuments shown thereon actually exist and that the location and also, type of material are as shown.

A subdivision of part of the northwest quarter of Section 28, Township 18 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said Section 28, thence on and along the north line thereof, north 89 degrees 49 minutes 29 seconds east a distance of 40.0 feet to the POINT OF BEGINNING located on the easterly right of way of Gray (Hickies) Road;

thence northerly along said north line, north 89 degrees 49 minutes 29 seconds east a distance of 85 feet to a point;

thence south 0 degrees 0 minutes 0 seconds east a distance of 41.19 feet to a point;

thence south 84 degrees 26 minutes 0 seconds west a distance of 19.74 feet to a point;

thence north 62 degrees 5 minutes 10 seconds west a distance of 49.24 feet to a point;

thence south 28 degrees 10 minutes 3 seconds west a distance of 21.80 feet to a point;

thence north 74 degrees 48 minutes 42 seconds west a distance of 30.53 feet to a point;

thence south 59 degrees 25 minutes 33 seconds west a distance of 28.46 feet to a point;

thence north 18 degrees 18 minutes 6 seconds west a distance of 26.29 feet to a point;

thence south 8 degrees 7 minutes 20 seconds east a distance of 30.95 feet to a point;

thence north 48 degrees 7 minutes 20 seconds west a distance of 26.77 feet to a point;

thence south 45 degrees 0 minutes 0 seconds west a distance of 43.74 feet to a point;

thence north 48 degrees 48 minutes 51 seconds west a distance of 39.52 feet to a point;

thence south 49 degrees 0 minutes 46 seconds west a distance of 38.33 feet to a point;

thence north 79 degrees 27 minutes 35 seconds west a distance of 43.39 feet to a point;

thence north 83 degrees 22 minutes 3 seconds west a distance of 25.32 feet to a point;

thence south 80 degrees 54 minutes 35 seconds west a distance of 33.25 feet to a point;

thence north 82 degrees 52 minutes 30 seconds west a distance of 60.00 feet to a point;

thence north 98 degrees 0 minutes 0 seconds west a distance of 60.00 feet to a point on the right of way of Gray (Hickies) Road;

thence north 8 degrees 0 minutes 0 seconds along said right of way a distance of 438.12 feet to the POINT OF BEGINNING, containing 4.438 acres, more or less and subject to all legal assessments and rights of way of record.

WITNESS my hand and seal this
 15th day of September 1976
 De Witt Clayton Wenzel
 Registered Land Surveyor
 Hamilton County, Indiana



any necessary utility work, such as gas, electric, sewer, water, telephone, fire hydrant, etc., shall be approved in writing by the proper governmental authorities. It being further understood that owners of residential lots in this subdivision agree to be bound by the rules and regulations of the Hamilton County Board of Health, Indiana, that they will make no objections to such annexation, and will not oppose same.

13. To refer to the location of existing lots or survey additional lots, on lot 15, no lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned upon any of the within described premises.

14. All fuel storage tanks in this subdivision shall be underground.

15. In the event storm water drainage from any lot or lots flows across any lot or lots in this subdivision, the owner of such lot or lots shall, without restriction or limitation, across the downstream lot and onto the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

16. The owner of any lot in this subdivision shall cause a certified professional engineer or registered professional engineer or surveyor to obtain building permits. This test will be conducted in accordance with all requirements of the Hamilton County and State Boards of Mechanical, Electrical, Plumbing and Heating, and all other applicable laws, rules and regulations in effect at the time of the original purchase date, and said construction shall be completed within one year on its initiation, including final grading. In the event that any lot or lots in this subdivision are sold or conveyed to any other person, the developer of the lot, the developer may demand that said lot be resubdivided to the original sale price, and such lot purchaser or owner waives any right to seek reimbursement of any expenditure made for the lot. Should any owner fail to do so, the developer may take such action as it deems appropriate in order to make the lot conform to the original subdivision. Should any owner fail to do so, the developer may take such action as it deems appropriate in order to make the lot conform to the original subdivision.

17. The principal dwelling constructed on any lot described herein shall be occupied by the owner or one or more tenants pursuant to lease or rental contract which results in occupancy of said principal dwelling by non-owners for a period in excess of one continuous year. This subdivision (hereinafter referred to as the "lot") shall remain in like area and shall be maintained and improved in its natural state for the exclusive use and enjoyment and benefit of the community as a whole. The subdivision shall become a member of the Hamilton County Homeowners Association, which association shall have the right to enforce the rules and regulations of the association. The community area, including the above described community area, and which said community area, shall remain in its natural state for the exclusive use and enjoyment and benefit of the community as a whole. These are strips of ground shown upon the within plat marked "Community Area". The subdivision shall take their title hereon, and in light of the terms of said community area easement and shall not in any way interfere upon larval usage.

18. The right to enforce the rules and regulations, restrictions and covenants contained herein shall be deemed to be assigned to the community area. The community area shall be maintained in violation thereof is hereby deemed to be a violation of the rules and regulations of the community area. The community area shall be deemed to be a member of the Hamilton County Homeowners Association, which association shall have the right to enforce the rules and regulations of the association. The community area, including the above described community area, and which said community area, shall remain in its natural state for the exclusive use and enjoyment and benefit of the community as a whole. These are strips of ground shown upon the within plat marked "Community Area". The subdivision shall take their title hereon, and in light of the terms of said community area easement and shall not in any way interfere upon larval usage.

19. This principal dwelling constructed on any lot described herein shall be occupied by the owner or one or more tenants pursuant to lease or rental contract which results in occupancy of said principal dwelling by non-owners for a period in excess of one continuous year. This subdivision (hereinafter referred to as the "lot") shall remain in like area and shall be maintained and improved in its natural state for the exclusive use and enjoyment and benefit of the community as a whole. The subdivision shall become a member of the Hamilton County Homeowners Association, which association shall have the right to enforce the rules and regulations of the association. The community area, including the above described community area, and which said community area, shall remain in its natural state for the exclusive use and enjoyment and benefit of the community as a whole. These are strips of ground shown upon the within plat marked "Community Area". The subdivision shall take their title hereon, and in light of the terms of said community area easement and shall not in any way interfere upon larval usage.

20. The right to enforce the rules and regulations, restrictions and covenants contained herein shall be deemed to be assigned to the community area. The community area shall be maintained in violation thereof is hereby deemed to be a violation of the rules and regulations of the community area. The community area shall be deemed to be a member of the Hamilton County Homeowners Association, which association shall have the right to enforce the rules and regulations of the association. The community area, including the above described community area, and which said community area, shall remain in its natural state for the exclusive use and enjoyment and benefit of the community as a whole. These are strips of ground shown upon the within plat marked "Community Area". The subdivision shall take their title hereon, and in light of the terms of said community area easement and shall not in any way interfere upon larval usage.

21. The right to enforce the rules and regulations, restrictions and covenants contained herein shall be deemed to be assigned to the community area. The community area shall be maintained in violation thereof is hereby deemed to be a violation of the rules and regulations of the community area. The community area shall be deemed to be a member of the Hamilton County Homeowners Association, which association shall have the right to enforce the rules and regulations of the association. The community area, including the above described community area, and which said community area, shall remain in its natural state for the exclusive use and enjoyment and benefit of the community as a whole. These are strips of ground shown upon the within plat marked "Community Area". The subdivision shall take their title hereon, and in light of the terms of said community area easement and shall not in any way interfere upon larval usage.

22. The right to enforce the rules and regulations, restrictions and covenants contained herein shall be deemed to be assigned to the community area. The community area shall be maintained in violation thereof is hereby deemed to be a violation of the rules and regulations of the community area. The community area shall be deemed to be a member of the Hamilton County Homeowners Association, which association shall have the right to enforce the rules and regulations of the association. The community area, including the above described community area, and which said community area, shall remain in its natural state for the exclusive use and enjoyment and benefit of the community as a whole. These are strips of ground shown upon the within plat marked "Community Area". The subdivision shall take their title hereon, and in light of the terms of said community area easement and shall not in any way interfere upon larval usage.

WITNESS OUR HANDS AND SEALS this 16th day of September 1976
 De Witt Clayton Wenzel
 Registered Land Surveyor
 Hamilton County, Indiana

STATE OF INDIANA }
 COUNTY OF HAMILTON } 531
 Undersigned Notary Public, in and for the County and State personally appeared, De Witt Clayton Wenzel, who acknowledges the execution of the foregoing instrument to their voluntary act and deed, for the purposes therein expressed.

Witness my hand and seal this 16th day of September 1976
 De Witt Clayton Wenzel
 Registered Land Surveyor
 Hamilton County, Indiana

My commission expires: 9-2-81

APPROVALS:

Approved by _____
 Hamilton County, Indiana

Clay Township - Hamilton County, Indiana

BRIARWOOD

SECTION 2

Prepared by ---
 Joe. Webb & Co., Inc.
 418 Central Avenue
 Indianapolis, Indiana
 (317) 434-1803

Developer ---
 H & N Joint Venture
 1000 North East Street, Suite 100
 Indianapolis, Indiana 46202