

CAREFREE ESTATES - SECTION ONE
RESTRICTIVE COVENANTS

The undersigned, owner(s) of the above described real estate, hereby certify that they do law off, plat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be known and designated as CAREFREE ESTATES - SECTION I.

There are strips of ground of varying width as shown on this plat and marked Drainage & Utility easements which are hereby reserved for the use of public utilities, not including transportation easements, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject to all laws to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across, and through said utility easements, and to the rights of owners of the other lots in this subdivision.

Lines of the street, set-back lines are hereby established on this plat, between which lines and the property lines of the street, shall be erected or maintained no building or structure.

No building, structure, or accessory building shall be erected closer to the side of any lot than 15', nor closer than 20' to the rear of any lot, except fences. Where buildings are erected on more than one single lot there restrictions shall apply to the lines of the extreme boundaries of the multiple lots.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for more than three cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,600 square feet in the case of a one-story structure, nor less than 400 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 1,600 square feet of finished and livable floor area.

No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light, or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property line and the building set-back line other than a fence of a decorative nature not exceeding three feet in height.

No private, or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein except as approved by said health authority.

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 have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the respective real estate or by their duly authorized representatives.

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No building, structure, or accessory building shall be erected closer to the side or any lot than 15' nor closer than 20' to the rear of any lot, except fences. Where buildings are erected on more than one single lot there restrictions shall apply to the lines of the extreme boundaries of the multiple lots. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for more than three cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,800 square feet in the case of a one-story structure, nor less than 900 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 1,800 square feet of finished and livable floor area.

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No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and spot plan showing the location of such building have been approved as to the conformity and harmony with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, there shall be a representative with full authority to approve or disapprove such design and location, or to designate a representative within a period of fifteen (15) days from the submission date of any plans submitted to it for its approval. If the committee fails to act upon the same, the owner may proceed thereon with the building according to the plans if approved by the appropriate local agencies. Neither the committee members or the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Lots 2 and 3 must have their drives fronting on Cadwell and lots 1 and 4 must have on lot turnarounds as part of their improvement.

No part of any sewage disposal system may be abandoned if and when sewers become available.

All private sewage disposal systems must be abandoned if and when sewers become available to the lot.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 1999 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a vote of a majority of the then owners of the lots in the subdivision is returned to the Noblesville Plan Commission, its successors or assigns. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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Contract Provisers:
 Owners of Lot 4:
 [Signatures]

County of Marion) State of Indiana) SS: [Signatures]
 Notary Public

My commission expires: May 30, 1980.

[Signature]
 Notary Public