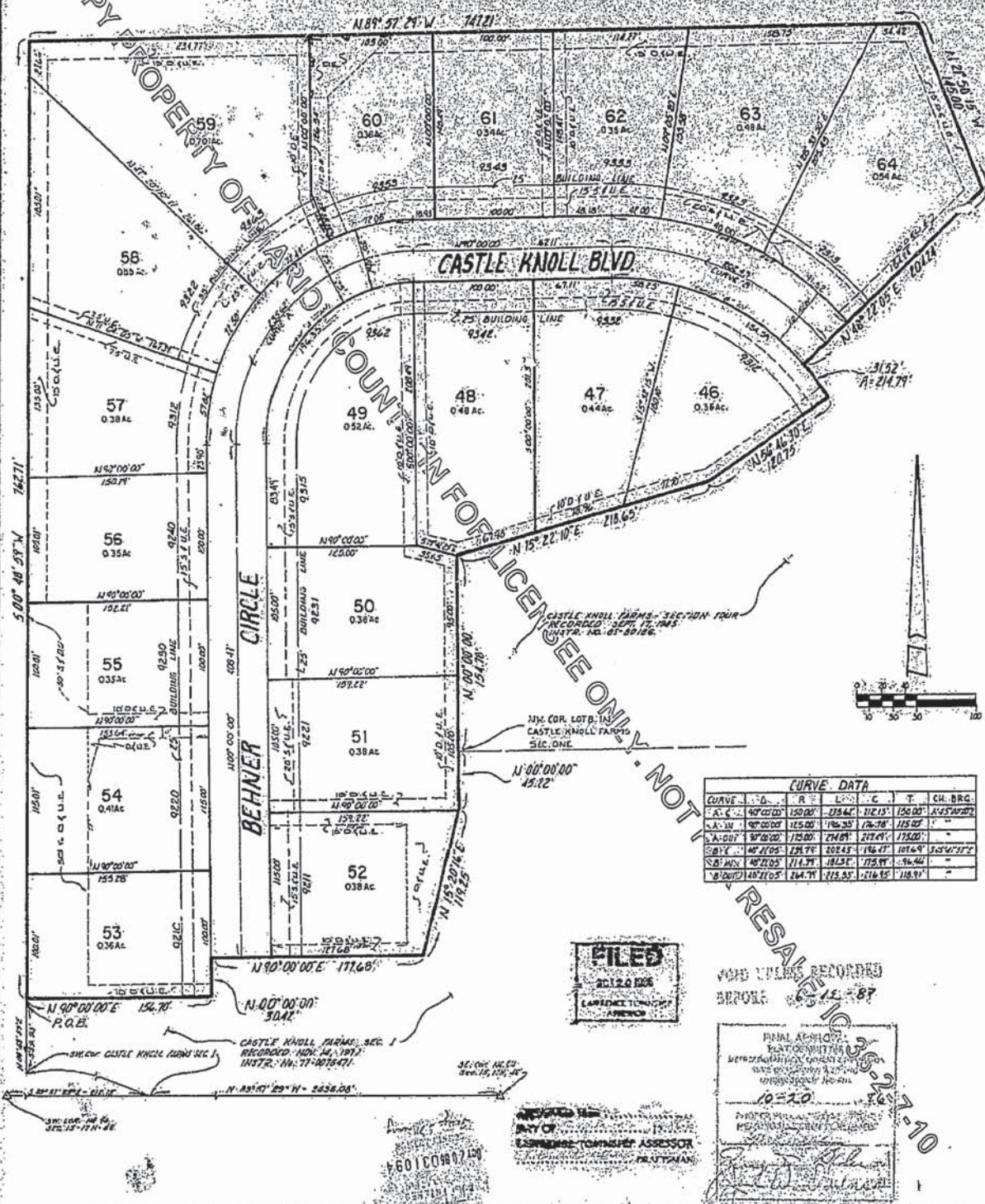


CASTLE KNOLL FARMS SECTION FIVE

A GEICOPY PROPERTY OF



CURVE DATA

CURVE	D.	R.	L.	C.	T.	CH. BRG.
1	90°00'00"	150.00'	128.42'	112.13'	150.00'	A-45°47'00"
2	90°00'00"	125.00'	178.25'	178.78'	125.00'	"
3	90°00'00"	115.00'	214.89'	213.41'	175.00'	"
4	40°21'05"	128.79'	208.45'	156.47'	107.69'	S-24°41'12"
5	40°21'05"	214.79'	183.51'	175.81'	96.44'	"
6	140°21'05"	244.79'	115.53'	216.15'	118.91'	"

FILED
2012.02.05
LAWRENCE TOWNSHIP
FRENCH

ADD VALUE RECORDED
BEFORE 6:15:00 PM '12

PINAL ASSessor
PLATON DESIGNATION
MAY BE RECORDED
AND THE COUNTY AND TOWNSHIP
ASSESSOR SHALL BE ADVISED
BY THE COUNTY CLERK
10-2-10
LAWRENCE TOWNSHIP
ASSESSOR
LAWRENCE TOWNSHIP
ASSESSOR

THIS INSTRUMENT, PREPARED BY JAMES E. DANIKERT, PRESIDENT OF PAUL I. CHIPP, INC.

SHEET 1 OF 3
P.L.C. 74001-10500

106356 98

I, the undersigned, hereby certify that to the best of my professional knowledge and belief the within plat accurately represents a survey performed under my supervision of part of the Northeast Quarter of Section 15, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter Section 15, thence along the South line thereof North 89 degrees 57 minutes 29 seconds West 2436.06 feet to a point which bears South 69 degrees 57 minutes 29 seconds East 212.18 feet from the Southwest corner of said Quarter Section, which said point is the Southwest corner of Castle Knoll Farms Section One, the plat of which was recorded November 14, 1977 as Instrument 77-005471; to the Point of Beginning (P.O.B.) of said Section 15, thence North 00 degrees 49 minutes 59 seconds East 359.93 feet; (4) thence North 90 degrees 00 minutes 00 seconds East 177.58 feet; (5) thence North 15 degrees 20 minutes 16 seconds East 119.25 feet; (6) thence North 00 degrees 00 minutes 00 seconds 45.22 feet to the Northwest corner of Lot 5 in said Castle Knoll Farms Section One, thence continue North 00 degrees 00 minutes 00 seconds 154.78 feet; thence North 75 degrees 22 minutes 10 seconds East 218.65 feet; thence North 56 degrees 48 minutes 50 seconds East 120.75 feet to a point on a curve having a radius of 214.79 feet, the radius point of which bears South 56 degrees 48 minutes 50 seconds East 120.75 feet from the Northwest corner of said Section 15, thence North 56 degrees 48 minutes 50 seconds East 120.75 feet to a point which bears North 78 degrees 22 minutes 00 seconds East 143.00 feet to a point which bears South 89 degrees 57 minutes 29 seconds East parallel with the South line of said Northeast Quarter Section 15, 747.21 feet from a point which bears North 00 degrees 48 minutes 59 seconds East 762.71 feet from the point of beginning; thence South 00 degrees 48 minutes 59 seconds East 762.71 feet to the Point of Beginning containing 9.28 acres, more or less.

This subdivision consists of 19 lots, numbered 46 thru 64 inclusive. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 15th day of August, 1984.

James E. Dentent
James E. Dentent, R.L.S. #4028



The undersigned, Dohrnbrock, Inc., being the owner of record of all the included tract, does hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat.

This subdivision shall be known and designated as CASTLE KNOLL FARMS SECTION FIVE, in addition to Marion County, Indiana.

- A. **Street Dedication.** All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.
- B. **Use.** All numbered lots in this Addition shall be designated as residential lots. Only one single family dwelling with accessory building and not exceeding two and one-half (2-1/2) stories in height may be erected or maintained on said lots. Minimum first floor area shall be 1200 square feet for one story and 1000 square feet for two story houses, exclusive of garages, open porches and breezeways.
- C. **Building Lines.** Front and side building lines are established as shown on this plat between which lines and the property lines of the streets no structure shall be erected or maintained. No fences, walls, hedges or shrub planting which obstructs light lines of sight look between two and six feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting points twenty-five (25) feet from the intersection of said street lines. In the case of a rounded property corner, from the intersection of a driveway or alley. No trees shall be permitted to remain within such distances of such intersection unless foliage lines is maintained of sufficient height to prevent obstruction of sight lines. No wooden or wire fence shall be permitted to extend forward of the established building line. No residence shall be erected closer than seven (7) feet to any side lot line and shall have a total side yard of not less than fifteen (15) feet. No residence shall be built closer than twenty-five (25) feet to the rear lot line.
- D. **Prohibited Use.** No trailer, tent, shack, boathouse, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this Addition and no local trailer, camper, motor home of any kind (including, but not in limitation thereof, house trailers, camping trailers or boat trailers) shall be kept or parked upon said lot except within a garage or other approved structure.
- E. **Signs.** No sign of any kind shall be displayed to the public view on any dwelling lot, except one sign, not more than five (5) square feet, advertising the property for sale or rent or signs used to advertise a property during the construction and sale.
- F. **Garages.** No more than one attached or detached garage shall be erected on any lot. The ground floor area of all buildings on each lot shall not exceed thirty percent (30%) of the total lot area.
- G. **Motor Vehicles.** All motor vehicles belonging to members of a household shall have permanent parking spaces and no disabled vehicles shall be openly stored on any residential lot. Only passenger cars and station wagons and vans shall be regularly parked in residential areas.
- H. **Trash & Waste.** All trash, garbage and refuse stored outside any building shall be stored in covered receptacles to the rear of principal buildings and screened from view.
- I. **Lot Maintenance.** At no time shall any lot or parcel be stripped of its top soil, trees or allowed to go to waste by being neglected, excavated, unremoved, or having refuse or trash thrown or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the purpose in which they are to be used to be completed.
- J. **Swimming Pools.** Private swimming pools may be constructed only in the rear half of any residential lot, no closer than twenty (20) feet to any side or rear lot line, and shall be enclosed by a substantial protective barrier at least five (5) feet in height, which shall be adequate to protect persons, children or animals from danger or harm, and shall be equipped with a self-closing, self-latching gate. Further, a buffer landscape screen shall be maintained between pool and adjoining properties.
- K. **Utilities.** No noxious or offensive trade shall be carried on upon any lot in this Addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
- L. **No poultry or farm animals** shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.
- M. **Easements.** There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.), "Sewer Easements" (S.E.) and "Utility Easement" (U.E.) either separately or in any combination of the three which are reserved for the use of the public utility companies and governmental agencies as follows: "Drainage Easements" (D.E.) are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of this and adjoining ground and for the public drainage system. No structure, including fences, shall be built upon said easement which will obstruct flow from the area being served. "Sewer Easements" (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purpose of installation and maintenance of sewers that are part of said system. "Utility Easements" (U.E.) are created for the use of all public utility companies, not including transportation companies for the installation and maintenance of mains, ducts, poles, lines and wires, also all rights and uses specified for sewer easement above designated. The owners of all lots in this Addition shall take title subject to the right of the public utilities, governmental agencies, and the rights of the other lot owners in this Addition, to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

CASTLE KNOLL FARMS SECTION FIVE

SHEET 2 OF 3

THIS INSTRUMENT PREPARED BY JAMES E. DENTENT, PRESIDENT OF PAUL CHASE, INC.

PLAT # 2001-0500

86901356

H. **Design Restrictions:** No residence or outbuilding may be erected on the above described property for a period of twenty (20) years from the date hereof until the plan, elevation and grade thereof have been approved by Behnerbrook, Inc. or its nominee, successor or assigns; nor shall any change or alteration be made in the exterior design of any such residence or outbuilding after the original construction thereof, and during said period of time until approval thereof has been given by Behnerbrook, Inc. or its nominee, successor or assigns and during said period of time, no fences or walls may be erected on the above described property without such approval; provided, however, such approval shall be presumed unless notification in writing to the contrary has been provided by Behnerbrook, Inc. or its nominee, successor or assigns, within fifteen (15) days following submission of said plans.

O. **Enforcement:** 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 thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Said provisions shall be in full force and effect until August 15, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) 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 covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

P. **Covenants run with land:** The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEHNERBROOK, INC.
By: Horris W. Marslin, Pres
 Horris W. Marslin, President
By: Donald Marslin, Jr. Sec
 Donald Marslin, Jr., Secretary

Personally appeared before me, the undersigned, a notary public in and for said county and state, Behnerbrook, Inc., Horris W. Marslin, President and Donald Marslin, Jr., Secretary and acknowledged the execution of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes herein expressed.

WITNESS my hand and seal this 15th day of October, 1986.

Holly J. Lee
Holly J. Lee, Notary Public
My Commission Expires: 4-1-95
County of Residence: Marion



The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission, provided further that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, SB-10-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

