SPRING RUN ESTATES-SECTION ONE Recorded September 16, 1965
Plat Book 2 - Page 272

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106th-DITCH CORPORATION, as owner and subdivider, does hereby lay off, plat and subdivide the real estate, herein described, into lots and streets, as shown herein, this Subdivision to be known and designated as "SPRING RUN ESTATES, SECTION ONE".

The streets, shown hereon, except any designated as a "private drive", are hereby dedicated to the public for street purposes.

Front and side yard building setback lines are established as herein set forth.

The strips of ground, designated on this plat as "utility strips", are hereby reserved as easements for public utilities (not including transportation companies), for the underground installation of poles, line, wires, mains, sewers, drains, ducts and/or other proper utilities. Purchasers of lots in this Sub-division shall take title subject to the utility easements hereby created and subject at all times to the rights of proper authorities to install and service the utilities and the easements hereby created. No permanent structures of any kind, nor any part of any such structure, except fences so erected as not to interfere with utilities, shall be installed, erected or maintained on said utility strips, other than for utility purposes.

The lots in this Subdivision, and the use of lots herein, by present and future owners or occupants, shall be subject to the following covenants and restrictions, which shall run with the land:

- l. All lots in this Subdivision and all improvements thereon shall be classified as, and shall conform with the requirements specified for, an Sl Residence District to the Zoning Ordinance of Carmel, Indiana 1959, as amended, but wherever the requirements of such classification are inconsistent with or exceeded by the following provisions hereof, the following provisions shall govern.
- 2. All "lots" in this Subdivision shall be designated and used exclusively as residential lots for "dwelling" purposes and uses incidental thereto. (See Zoning Ordinance of Carmel, Indiana, for definitions of quoted terms.) No business, trade, profession, or other calling of any nature or description shall be carried on or conducted at any time in any building or on any lot in this Subdivision.
- 3. Only one "single-family dwelling", with the usual "accessory buildings", shall be erected or maintained on any lot in this Subdivision. Accessory buildings shall either be attached to the dwelling or connected to it by a common roof or covered walk, except that the Subdivision Building Committee may approve a detached tool house or other outbuilding, if properly and attractively constructed.

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4. Such dwelling shall have a "ground floor area" (not including garages, terraces, walkways or open or screened porches) of at least 1,200 square feet, if a dwelling is more than one story in height. No "building" shall exceed 35 feet in height".

- 5. Each building shall be set back from the "front lot line" not less than sixty (60) feet and shall be so located as to provide a "rear yard", not less than thirty (30) feet in depth and a "side yard" not less than twenty (20) feet in width on each side of the building, but if the front lot line is less than one hundred (100) feet in width, each side yard may be reduced to a minimum of twenty per cent (20%) of the width of each front lot line. In no event shall any building be constructed nearer than forty (40) feet from any building on any adjoining lot. No building or structure, except fence, shall be located, wholly or in part, within the front, rear, or side yards, specified above.
- 6. All power, light, telephone, water, gas and other utilities in this subdivision, and all connections thereto for service to the respective dwellings herein, shall be installed underground, so as to avoid exposed poles, wires, lines, pipes, ducts, etc.
- 7. All garages shall be enclosed garages. There shall be no carports, in lieu of garages. Garage entrance shall be so located as not to face front lot lines or be visible from the street in front of the dwelling. Garage entrances shall also be so located as not to face on the golf course.
- 8. Until such time as a sanitary sewer system is installed in this subdivision, a sanitary septic tank or a disposal tank with adequate absorption bed shall be installed and properly maintained for each dwelling erected. The specification for the design, construction, size and location of such septic or disposal tank and absorption bed must be submitted in advance to and approved in writing by the Subdivision Building Committee, hereinafter referred to, as well as all necessary public authorities.
- 9. 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 these lots; nor shall any accessory building be erected prior to the "principal building".
- 10. No unlawful, obnoxious or offensive activity shall be carried on or permitted on any lot in this subdivision; nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
- ll. No lot in this subdivision shall be further subdivided.
- 12. No buildings, fences, walls, mail-box posts, or other "structures" shall be erected, installed, or located, nor any existing structure altered, on any of the lots in this Subdivision until the building or alteration plans, plot plans and specifications,

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and location of buildings on the lot, have been approved in writing by the Subdivision Building Committee for conformity and harmony of external design with existing structures in this area. Preliminary plot plans, showing location of buildings and improvements, and preliminary drawings of such building and improvements, or proposed alterations thereof, shall be submitted in advance of final plans, drawings, and specifications. If the Subdivision Building Committee fails to give written notice to the property owner of its approval or disapproval of the property owner's proposals within thirty (30) days after submission of such final plans and specifications to such Committee, the same shall be deemed to have been approved.

- 13. Such Subdivision Building Committee shall initially be appointed and maintained by the subdivider, who shall establish equitable rules, qualifications and procedures for membership on such Committee, for the submission and approval of plans and specifications and for the ultimate transfer of control of such Committee to, and the election of successor members thereof by, the owners of improved property in the Subdivision after the subdivider has completed its sales of lots herein.
- 14. The right to enforce each and all of the limitations, conditions and restrictions set forth herein, together with the right to cause the removal of any building, erected or altered in violation hereof, by injunction or other legal process, is hereby reserved to each and every owner of the several lots in this Subdivision, their grantees, successors and assigns, who shall be entitled to injunctive relief without being required to show any damages, and to reasonable attorney's fees.
- 15. In the event that storm-water drainage from any lot or lots flows across another lot, such drainage shall be permitted to continue, without restriction or reduction, across the down-stream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is set forth on this plat.
- 16. These covenants and restrictions constitute covenants running with the land, which shall remain in force for a period of twenty-five (25) years from the date hereof and shall be automatically received for successive ten (10) year periods thereafter, provided, however, that these covenants and restrictions may be altered or mended at any time, and may be wholly terminated at the end of suchtwenty-five (25) year period or at the end of any such ten (10) year period, by an appropriate declaration in writing, executed and acknowledged by the owner or owners of at least two-thirds (2/3) of the lots in the Section or Sections of this Subdivision, affected by such amendment or termination, and recorded in the office of the Recorder of Hamilton County, Indiana. Any such declaration, wholly terminating these restrictions, must be so recorded at least one (1) year prior to the concluscion of the period at the close of which such termination is to take effect

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Any declaration, amending these covenants and restrictions, shall take effect promptly upon the recording of such amendments.

17. Invalidation of any of these covenants and restrictions, by judgment, court order or public authority, shall in no wise affect the validity of any of the other covenants and restrictions herein, which other covenants and restrictions shall remain in full force and effect.

IN WITNESS WHEREOF the said subdivider by its officers thereunto duly authorized has set its name and corporate seal this 31st day of August, 1965.

106th DITCH CORPORATION

By Robert E. Sweeney, Jr.
President
Attest:

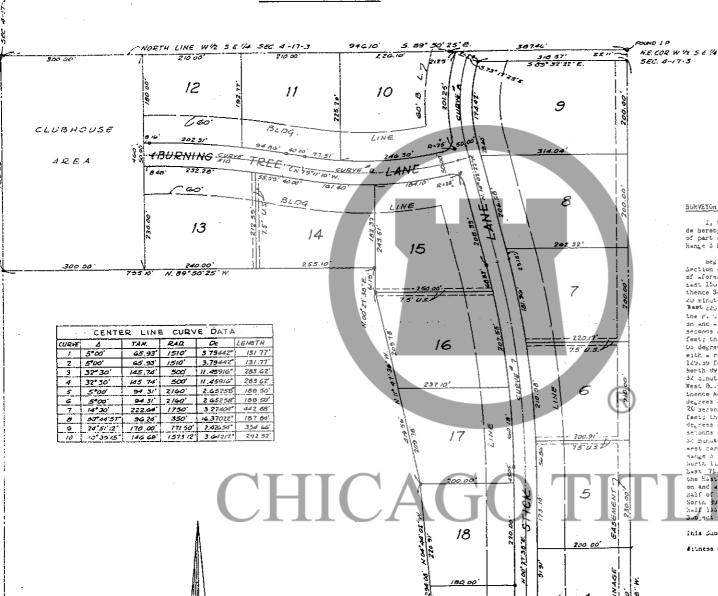
By William A. Wisk



## **CHICAGO TITLE**

## SPRING RUN ESTATES

SECTION ONE



19

5431

RECEIVED FOR RECORD at 3.30 october P w SFF 1.6 1965 soor Zr #40r Zr 7Z

Children t. Thell

## SURVEYOR'S CERTIFICATE

I, the uncersioned, being a duly registered surveyer in the State of incide hereby cartify the within plat to the true and correct, representing a outliof part of the West half of the Southeast quarter of Section 4, Township 17 he Range 5 bast in Ramilton County, indiana, more particularly described as follo

beginning at the Southwest corner of the West Half of the Southeast quart Section 4. Township 17 North, name 3 cast; thence North on and along the West of aformsaid West mail 150.00 Feet; thence South By degrees 19 minutes 45 seed bast 150.00 feet; thence borth 50 degrees OF minutes 55 seconds cast 455.77 fe thence South 79 degrees by minutes 35 seconds and Ala. of feet; thence South to 20 minutes 21 seconds sest 277.50 feet; thence South OU degrees of minute 16 se West 220.00 feet; thence Jouts de degrees 58 minutes 45 seconds cast 276.95 fethe F. w. of a nurve to the left with a radius of 35.00 feet; thence hortnesses on and along aforestic curve 35.00 feet; thence borth to degrees 27 minutes of seconds and Ad.41 feet to a r.i. of a curve to the right with a ractus of 150: faut; thence Northeasterly on and sion, aforesaid curve 133,45 [cet] thence ho: to degrees 27 minutes .58 seconds cost 40.25 feet to the P.D. of a curve to the with a radius of 1485.00 feet; thence Northeasterly on and alon, aforessin our 149.09 feet; thence North wo degrees 27 minutes 58 seconds mast 44.04 feet; tr-Borth dy degrees 32 minutes 42 seconds West 100.00 feet; thence worth 34 degree 32 ginutes of seconds west 70. A feet; thence North 67 degrees 32 minutes 24 a-West 80.00 feet; thence North 25 ustrees 55 minutes of seconds West 95.53 feet, thence North 40 orpress of minutes of seconds West 244.45 feet; thance borth of degrees 47 minutes på seconds hamt 270,32 feet; thence horth 12 degrees 40 min. 20 seconds East 385 c4 feet; thence North of degrees 44 minutes we sevende kest fact; thence herch 11 degrees 47 aunutes 35 seconds west 419.56 feet; thence Adegrees as minutes of seronds and his fart; thence north fix degrees 50 minut seconds seat 795. Le feat to the sent line of said \$est delf; thence berth at or ad munutes as senonce must up, and whom, aforesaid ment line 400.00 feet to the mest corner of the dest Half of the postness; quarter of Section 4, formable I wange a mast; thence South or regrees to minutes to seconds hast us and along horth line of main wast Half 940.10 (set; thence South 75 degrees 17 minutes 2 Bast Thirs feet; thence South to Jegrens 52 amutes 22 seconds test 518,57 fee the Mass line of said west Malf: thence South 60 degrees 27 minutes 38 seconds on and along aferesaid sust line 2045.00 feet to the Southeast corner of the Asialf of the Southeast quarter of Section 4, Fownship 17 North, mange 5 mast; t North du deglaces 58 minutes 4d seconds west on and along the South line of swi half his our feet to the place of reginning, containing 59.5 acres, more or le shight to sid legal easements and rights of way.

This Subdivision contains 27 lots numbered from 1 to 27 inclusive.

Althors my hand and soul this 120% day of dune, 1965

ALAN H. Weine 1 menistered Land Surveyor

Complete the second and a second

unter authority provided by Chapter 174, acts of 1817 enested by the Jeneral of the boate of Indians and wil acts accordancy thereby, and on Ordinance adopt the form noted of Trustees of the Form of Garmel, indians. This rist was gapproved by the Form of Garmel as follows:
adopted by the Town risu Garmel as follows:

CARMEL TOWN FLAM COMMISSION

President A

. 1945 <u>- 2</u>5. 1971 - 1

"This instrument prepared by Allan d. Weine this 15th day of June, 1965

## RESTRICTIONS AND DEDICATIONS FOR SPRING RUN ESTATES, SECTION ONE

106 th-DITCH COMPORATION, as owner and subdivider, does hereby lay off, plat and subdiestate, berein described, into lots and streets, as shown harein, this Subdivision to be known U mated as "SPRING RUN SSTATES, SECTION ONE".

The streets, shown hereon, except any designated as a "private drive", are hereby dedipublic for atrest perposes.

Front and side yard building setback lines are established as herein set forth.

The strips of ground, designated on this plat as "utility strips", are bereby reserved for public utilities (not including transportation companies), for the underground installa-line, wires, mains, sewers, drains, duote and/or other proper utilities. Purchasers of lotw division shall take title subject to the stillity essements hereby created and subject at al. rights of proper such prities to install and service the stilities and the essements hereby persenent structures of any kind, nor any part of any such structure, except fences so erecinterfer with utilities, shall be installed, erected or maintained on said utility strips, utility purposes.

The lots in this Subdivision, and the use of lots herein, by present and future owners: shall be subject to the following covenants and restrictions, which shall run with the land

- 1. All lots in this Subdivision and all improvements thereon shall be classified as, form to the requirements specified for, an Sl Residence District to the Zoning Ordinance iana - 1959, as smended, but sherever the requirements of such classification are inconsisexceeded by the following provisions hereaf, the following provisions shall govern.
- 2. All "lots" in this Subdivision shall be designated and used exclusively as residen "dwelling" purposes and uses incidential thereto. (See Zoning Ordinance of Carmel, India-tions of quoted terms.) No business, train, profession, or other calling of any nature or shall be carried on or conducted at any time in any building or on any lot in this Subdivi
- Only one "single-Camily dwelling", with the usual "soccasory buildings", shall be a tained on any lot in this Subdivision. Accessory buildings shall either be attached to the connected to it by a common roof or covered walk, except that the Subdivision Suilding Comm rove a detached tool house or other outbuilding, if properly and attractively constructed.
- 4. Such dwelling shall have a "ground floor area" (not including garages, terraces, was or screened prother) of at least 1,500 square feet, if a one-story or split-level dwelling, 1,200 square feet, if a dwelling is more than one story in height. No "building" shall exce Pholebto.
- 5. Each building shall be set back from the "front lot line" not less than sixty (40) fbe so located as to provide a "rear year", not less than thirty (50) feet in depth and a "at less than twenty (20) feet in width on each side of the building, but if the front lot line one hundred (100) feet in width, each side yard say be reduced to a minimum of Prenty Fer C the width of such front lot line. In no event shall any building be constructed nearer than then from any building on any adjoining lot. No building or structure, except fences, shall wholly or in part, within the front, rear, or side yards, specified above.
- 6. All power, light, telephone, water, gam, and other utilities in this Subdivision, as tions thereto for service to the respective dwellings herein, shall be installed underground avoid exposed poles, wires, lines, pipes, ducts, etc.
- 7. All garages shall be enclosed garages. There shall be no carporus, in lieu of garage entrance shall be so located as not to face front lot lines or be visible from the street in the dwelling. Garage entrances shall also be so located as not to face on the golf course.
- 8. Butil such time as a senitary sever system is installed in this Subdivision, a sanit tank or a disposal tank with adequate absorption bed shall be installed and properly saintal dwelling armoted. The specification for the design, construction, size and location of such disposal tank and absorption bed smat be submitted in advance to and approved in writing by sion Building Committee, hereinafter referred to, as well as all necessary public authorities
- 9. No trailer, tent, shack, becement, garage, "accessory building", or temporary struct kind shall be used for temporary or personent desiling purposes on any of these lots; nor si-sory building be erected prior to the "principal building".
- 10. No unimodul, obmenious or offensive activity shall be carried on or permitted on an Mail Subdivision; nor sha'l anything be done thereon thinh shall be or become a nulsance t ne Lebborhood.
  - 1). No lot in this subdivision shall be further subdivided.

12. No buildings, fences, walls, mail-box posts, or other "structures" shall be erected written notice to the property owner of its approval or disapproval of the property owner's proposals within thirty (80) days after submission of such final plane and specifications to such Committee, the same shall be desmed to have been approved.

- 15. Such Subdivision Subdivisi and for the ultimize transfer of control of such Committee to, and the election of successor members thereof by, the owners of improved property in the Subdivision after the su
- 16. The right to uniques cook and all of the limitations, conditions and restrictions set forth herein, together with the right to make the removal of any building, eracted or altered in violation hereof, by injunction or other legal process, is boreby to seek had overly once of the coveral lots in this Subdivision, their grantees, successors and savigns, who shall be estitled to injunctive reliaf without being required to show any damages, and to responsible attorney's feets.
- 12. In the long that the street that the street that the street or content or the street of the stre emptisis (wedness on sevents for such flow of water is not forth on thin plat.
- My. There to the date hereof and shall be estimated for especial to the land, which shall remain in force for a paried of weety-five (25) years from the date hereof and shall be estimated for especialty tensor to (20) years from the date hereof and shall be estimated. then there were one and recorded in the Cffice of the Recorder of Realized County, Indiana. Any oran displayed by such association, and recorded in the Cffice of the Recorder of Realized County, Indiana. Any oran displayed by such association, and recorded in the Cffice of the Recorder of Realized County, Indiana. (200 to co recorded at least one (1) year prior to the occolusation of the period at the close of which termination is to take effect. Any/declaration, smeading these communic and rectrictions, could be to constitute the close of which termination is to take effect. 10.302 A Section 2