

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:

1. All lots in this Subdivision and all improvements thereon shall be classified as, and shall conform with the requirements specified for, an S1 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.

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 car-ports, 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.
11. 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,

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<sup>®</sup> 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 such twenty-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 conclusion of the period at the close of which such termination is to take effect.

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  
Secretary



CHICAGO TITLE



RESTRICTIONS AND DEDICATIONS FOR SPRING RUN ESTATES, SECTION ONE

106 1/2-DITCH CORPORATION, as owner and subdivider, does hereby lay off, plat and subdivide estate, herein described, into lots and streets, as shown herein, this Subdivision to be known as "SPRING RUN ESTATES, SECTION ONE".

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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 for public utilities (not including transportation companies), for the underground installation, wires, mains, sewers, drains, ducts and/or other proper utilities. Purchasers of lots in this subdivision shall take title subject to the utility easements hereby created and subject to all rights of proper authorities to install and service the utilities and the easements hereby created. Structures of any kind, nor any part of any such structure, except fences so erected, 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, conform to the requirements specified for, an S1 Residence District to the Zoning Ordinance of Indiana - 1959, as amended, but wherever the requirements of such classification are inconsistent with the following provisions hereof, the following provisions shall govern.

2. All "lots" in this Subdivision shall be designated and used exclusively as residential "dwelling" purposes and uses incidental thereto. (See Zoning Ordinance of Carmel, Indiana of quoted terms.) No business, trade, profession, or other calling of any nature or kind 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 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.

4. Such dwelling shall have a "ground floor area" (not including garages, terraces, porches or screened porches) 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 exceed a "height" of:

5. Each building shall be set back from the "front lot line" not less than sixty (60) feet, nor 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 such front lot line. In no event shall any building be constructed nearer than ten (10) feet 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, gas, and other utilities in this Subdivision, at times thereof for service to the respective dwellings herein, shall be installed underground and avoid exposed poles, wires, lines, pipes, ducts, etc.

7. All garages shall be enclosed garages. There shall be no carports, in lieu of garage entrances 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. Until such time as a sanitary sewer system is installed in this Subdivision, a septic tank or a disposal tank with adequate absorption bed shall be installed and properly maintained. The specification for the design, construction, size and location of such 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 shall be used for temporary or permanent dwelling purposes on any of these lots; nor shall any building be erected prior to the "principal building".

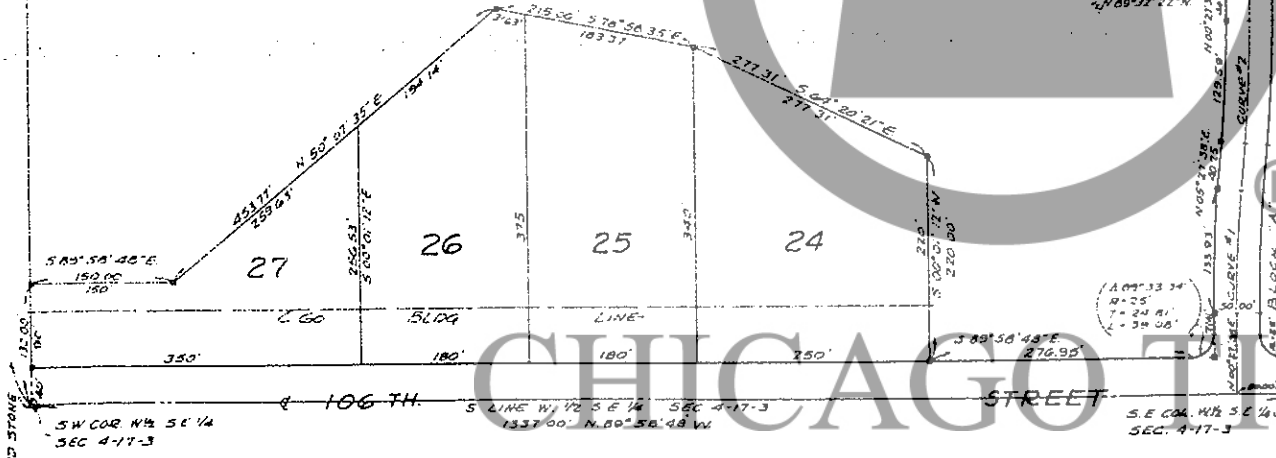
10. No unlawful, obnoxious or offensive activity shall be carried on or permitted on any lot in this Subdivision; nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

11. No lot in this subdivision shall be further subdivided.

12. No buildings, fences, walls, mail-box posts, or other "structures" shall be erected or installed, nor any existing structure altered, on any of the lots in this Subdivision until the design and location of such structure shall be approved in writing by the Subdivision Building Committee, hereinafter referred to, as well as all necessary public authorities. Preliminary 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 (as herein defined) shall approve such preliminary drawings, the same shall be deemed to have been approved.

2670.27' N. 88° 12' 31" E  
WEST LINE W 1/4 SE 1/4 SEC 4-17-3  
FOUND STONE

GOLF COURSE



4"x4" CONCRETE MONUMENT

13. Upon completion of the subdivision, the subdivision building committee shall be organized and shall have the authority to enforce the covenants and restrictions set forth herein, and to take such action as may be necessary to carry out the purposes of this instrument. The committee shall have the right to sue and be sued, and to enforce the covenants and restrictions set forth herein, and to take such action as may be necessary to carry out the purposes of this instrument. The committee shall have the right to sue and be sued, and to enforce the covenants and restrictions set forth herein, and to take such action as may be necessary to carry out the purposes of this instrument.

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 granted 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 surface 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 if such drainage channel or course is not shown 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 renewed for successive ten (10) year periods thereafter, unless these covenants and restrictions may be altered or amended at any time, and may be wholly terminated at the end of such twenty-five (25) year period or at the end of any such ten (10) year period, by an appropriate declaration in writing, executed by the 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 shall be so recorded at least one (1) year prior to the conclusion of the period at the close of which such termination is to take effect. Any declaration, amending these covenants and restrictions, shall be subject to the approval of the Subdivision Building Committee, hereinafter referred to, as well as all necessary public authorities.

17. 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.