

WOODFIELD - SECTION ONE
A REPLAT OF WOODFIELD ACRES SECTION
PART OF THE WEST HALF OF SECTION

The undersigned, Woodfield Development Corp., by Robert C. Langston, President, owner of the real estate shown and described herein, does hereby certify that he has laid off, platted and subdivided, and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed upon and shall run with the land contained in such plat.

This subdivision shall be known and designated as WOODFIELD, SECTION ONE, (Replat), a subdivision in Hamilton County, Indiana. All streets shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twenty-four hundred (2400) square feet in the case of a one-story structure, nor less than fourteen hundred (1400) 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 two thousand six hundred (2600) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement, garage, barn or other out-building or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed or detached storage building erected or used as an accessory to a residence in this subdivision shall be of permanent type of construction and conform to the general architecture and appearance of such residence.

No fence shall be erected in this subdivision between the building lines and the property line of the streets as shown on the within plat, except with approval of the Developer, which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building structure or accessory building shall be erected closer to the side of any lot than 5 feet, however, any proposed construction closer than 20 feet to the side of any lot must be approved by the Developer. 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.

No structure in this subdivision, without special approval from the Developer shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the under side of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon any lot except within a garage or other approved structure.

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 Developer, owner of the herein described real estate, or by their duly authorized representatives. If the Developer fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the Developer nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

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

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

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

All garages opening to the street shall have automatic door controls.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of "Woodfield, Section One, (Replat)".

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SECTION ONE "REPLAT"
FIELD ACRES SECTION ONE &
HALF OF SECTION 21-T18N-R4E

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then 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 Developer for the expense incurred in so doing.

The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the City of Carmel.

OWNER AND SUBDIVIDER
Woodfield Development Corp.

By *Robert C. Langston*
Robert C. Langston

STATE OF INDIANA) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Woodfield Development Corp. by Robert C. Langston, who acknowledged the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 21st day of March, 1979.

Robert C. Langston
Notary Public
resident - Hamilton Co.

My Commission Expires 12/31/79

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174-ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF CARMEL, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF CARMEL, AS FOLLOWS:

Adopted by the Town Plan Commission at a meeting held January 16th, 1979.

CARMEL TOWN PLAN COMMISSION

E. Davis Coe President
Rosalind McCart Secretary

This plat was given approval by the City of Carmel Board of Public Works at a meeting held 4-20-79

Albert S. Pickett Albert S. Pickett
William J. Swice William J. Swice
Albert F. Mohl Albert F. Mohl

RECEIVED FOR RECORD
AT 2 O'CLOCK P.M.
APR 25 1979
BOOK 7 PAGE 95-97
May H. Clark
RECORDER HAMILTON COUNTY, INDIANA

This Instrument prepared by Allan H. Weihe.