

Covenants, Conditions and Restrictions of WOODGATE SECTION FIVE

The undersigned, Robert C. Langston and Sue G. Langston, d/b/a Langston Construction Company, owners of the real estate shown and described herein, do hereby certify that they have laid off, platted and subdivided and do 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 WOODGATE SECTION FIVE subdivision in Hamilton County, Indiana. All streets shown and not heretofore dedicated are hereby dedicated to the public.

The front yard building setback line is hereby established as shown on this plat, between which line and the property lines of the street, there shall be erected or maintained no building or structures.

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 public utilities.

Areas shown on this plat and marked as Detention/Retention shall be recorded as drainage easements, reserved for the installation and maintenance of storm sewer structures and subject at all times to proper City and/or County authorities and the easement herein reserved.

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 not be less than Twenty-two hundred (2200) 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 Twenty-four hundred (2400) square feet of finished and livable 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 the approval of the Developer, which fences shall not exceed 42 inches in height and shall be of a decorative nature. No fences shall be permitted in easements for storm water, retention or detention areas.

No building structure or accessory building shall be erected closer to the side of any lot than ten (10) feet, however, any proposed construction closer than fifteen (15) 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 two and one-half (2 1/2) stories or Twenty-five (25) feet in height measured from finished grade to the underside of the 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 on 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. The standards established in these covenants are minimum standards only. In reviewing plans and specifications, the Developer or its representatives may require that the minimum standards be exceeded in order to maintain conformity and harmony with existing structures. 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 Developer nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

In the event storm water drainage from any lot 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.

Outlets for sump pump water will be provided for each lot in this subdivision by the developer or home builder at the time of lot development. If during excavation of the foundation for crawl space or basement ground water is encountered, or if the house location is in an area of high water table (as per Hamilton County Surveyor or City of Carmel), an outlet will be provided directly to a storm sewer or approved open ditch with plastic pipe. The route of outlet will be via platted easements and approved by proper agencies. Where a storm sewer exists on or directly adjacent to a subject lot, all sump pumps shall tie directly to storm sewer via underground pipe. Lots not located in an area of high water table may outlet sump pump water in the rear yard, no closer than 25 feet from established lot lines or platted easements.

Construction of any sump pump outlet will commence only when appropriate construction plans have been submitted and approved by the proper agencies and applicable permits issued from the local building authority. Where construction will be in established drainage and/or utility easements, approval must be obtained from City of Carmel or Hamilton County Surveyor. The maintenance of drainage pipes and facilities for discharging sump pumps shall be the responsibility of the individual homeowner and/or a homeowner's association.

Geo-thermal heat pumps shall be of the closed loop type only.

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.

The developer or builder will be required to install or have installed, at least one gas or electric "dusk to dawn" yard light in the front yard.

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 Plat of WOODGATE SECTION FIVE.

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 the 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 Twenty-five (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 buildings covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgement or court order shall in no way 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 remonstrance against annexation of that lot to the City of Carmel.

OWNER AND SUBDIVIDER
Robert C. Langston and Sue G. Langston
d/b/a Langston Construction Company

by RC LA
Robert C. Langston

by Sue G. Langston
Sue G. Langston

State of Indiana)
County of Hamilton) ss:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert C. Langston and Sue G. Langston who acknowledged the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 30th day of July, 1990.

Notary Public Kathleen S. Heskett

My Commission Expires 9-22-93 County of Residence Hamilton

UNDER AUTHORITY PROVIDED BY CHAPTER 178, ACTS OF 1979, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF CARMEL AS FOLLOWS:

Adopted by the Carmel City Plan Commission at a meeting held June 5, 1990.

CARMEL CITY PLAN COMMISSION
Wesley G. Buehler
Wesley G. Buehler, Director
Department of Community Development, Carmel, Indiana

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE
THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CARMEL, INDIANA AT A MEETING HELD ON THE 4 DAY OF Sept, 1990.

Dorothy Hancock Billy Walker David Taylor
Dorothy Hancock, Mayor Billy Walker David Taylor

This Instrument prepared by Allan H. Weihe



Allan H. Weihe
Allan H. Weihe, Reg. L.S. Indiana #10398

Sheet 3 of 3

Instrument No. 90 2 2513
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Shaaron H. Cherry
HAMILTON COUNTY RECORDER