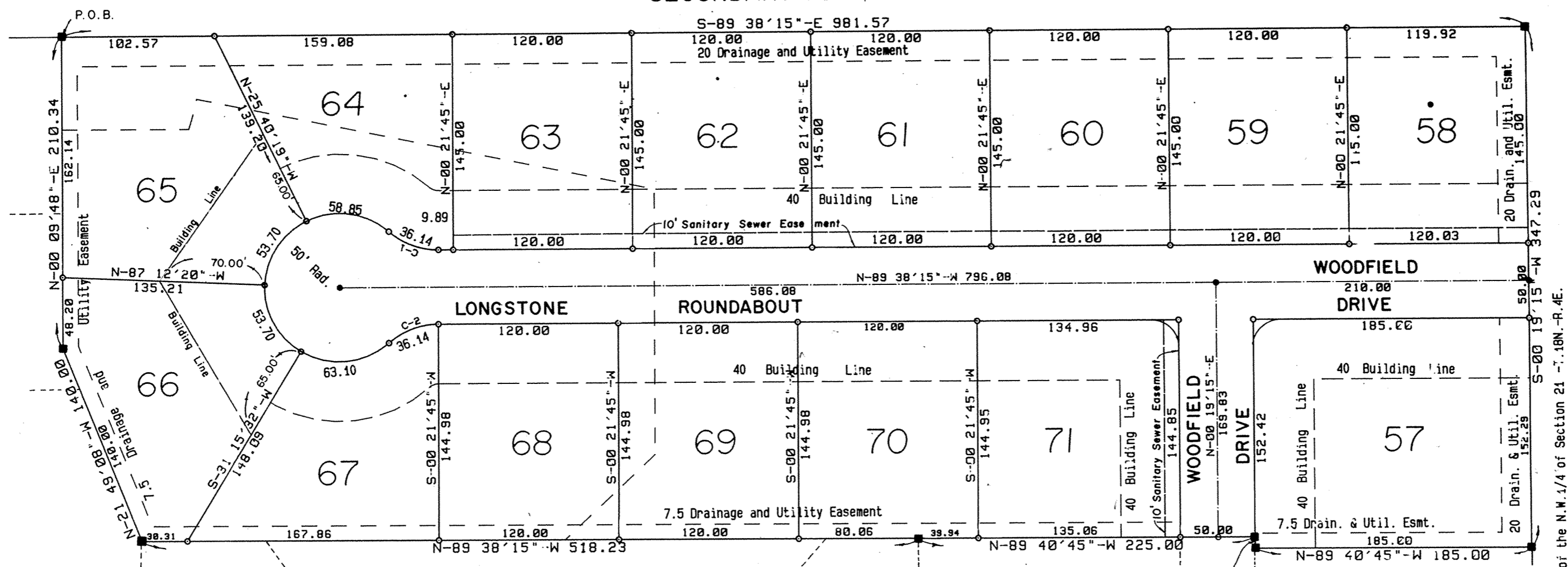


# WOODFIELD SECTION THREE SECONDARY PLAT



Curve No.	Radius	Delta	Length	Tangent	Chord
1	50.00	041 24 35	36.14	18.90	35.36
2	50.00	041 24 35	36.14	18.90	35.36
67	50.00	072 18 22	63.10	36.53	58.99
66	50.00	061 32 04	53.70	29.77	51.16
65	50.00	061 32 04	53.70	29.77	51.16
64	50.00	067 26 39	58.85	33.37	55.52

NOTE: PROPERTY LINES AT INTERSECTIONS ARE ROUNDED BY RADII OF 20 FEET, HOWEVER DIMENSIONS SHOWN ARE TO THE P.I. OF THE 20 FOOT RADIUS.

Concrete Monument  
Copperweld  
30" #5 Rebar  
(To be set in field after construction is completed.)

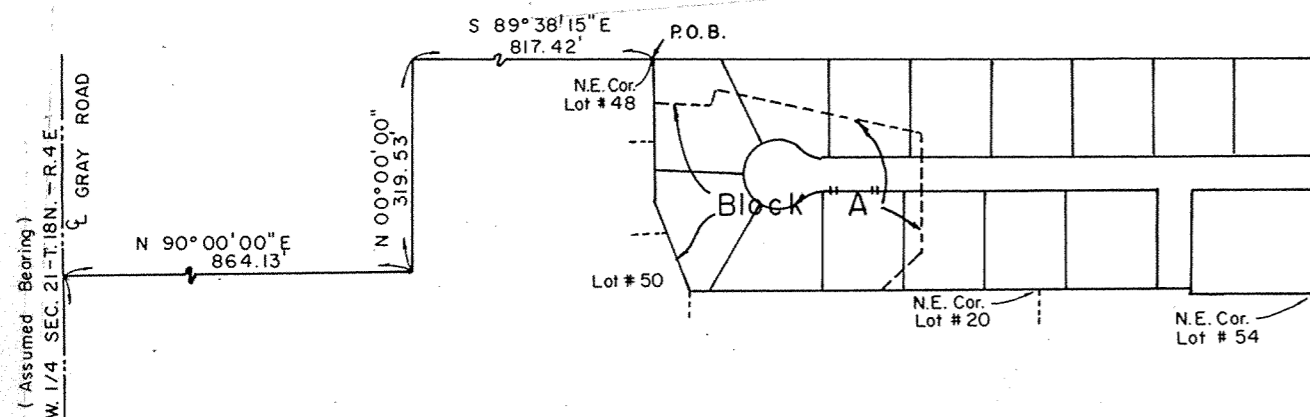
RECEIVED FOR RECORD  
AT 9:40 O'CLOCK A.M.

AUG 13 1985

BOOK 12 PAGE 33-34

Mary H. Clarke

RECORDER HAMILTON COUNTY, INDIANA



I, the undersigned, a Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision of Part of Block "A" of Woodfield Section One "Replat", as per plat thereof recorded in Plat Book 7, pages 95-97 in the Office of the Recorder of Hamilton County, Indiana and Part of the Northwest Quarter of Section 21, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, all being more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of Section 21, Township 18 North, Range 4 East; thence North 00 degrees 00 minutes 00 seconds (assumed bearing) on the West line of said Northwest Quarter 500.00 feet; thence North 90 degrees 00 minutes 00 seconds East 864.13 feet; thence North 00 degrees 00 minutes 00 seconds parallel with said West line 319.53 feet to a point on a line which is parallel with and 825.00 feet North 00 degrees 00 minutes 00 seconds of the South line of said Northwest Quarter; thence South 89 degrees 38 minutes 15 seconds East on said line and parallel with said South line 817.42 feet to the Northeast corner of Lot #48 in Woodfield - Section Two, as per plat thereof recorded in Plat Book 11, pages 84-86 in said Recorder's Office and the place of beginning of the within described subdivision; thence South 89 degrees 38 minutes 15 seconds East parallel with said South line 981.57 feet to the East line of said Northwest Quarter; thence South 00 degrees 19 minutes 15 seconds West on said East line 347.29 feet to the Northeast corner of Lot #54 in said Section - Two; thence North 89 degrees 48 minutes 45 seconds West on the North line of said Section - Two; a distance of 185.00 feet; thence North 00 degrees 19 minutes 15 seconds East 7.61 feet; thence North 89 degrees 48 minutes 45 seconds West on said North line 225.00 feet to the Northeast corner of Lot #20 in Woodfield Section One "Replat", as per plat thereof recorded in Plat Book 7, pages 95-97 in said Recorder's Office; thence North 89 degrees 38 minutes 15 seconds West on the North line of said "Replat" 518.23 feet to the East line of Lot #50 in the aforesaid plat to Woodfield Section Two; thence North 21 degrees 49 minutes 08 seconds West on the East line of said Section Two, a distance of 140.00 feet; thence North 00 degrees 09 minutes 48 seconds East on said East line 210.34 feet to the place of beginning, containing 7.61 acres, more or less.

Subject to all legal easements and rights-of-way.

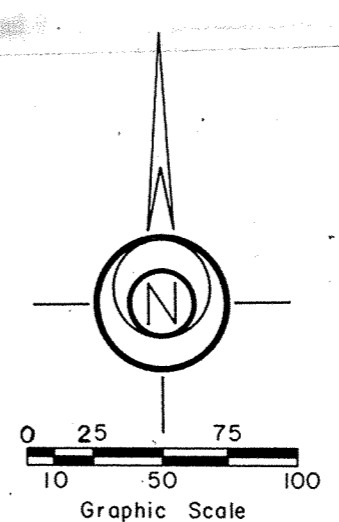
This subdivision consists of 15 lots, numbered 57 through 71, both inclusive with streets as shown hereon. The size of the lots and the width of the street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 22nd day of January, 1985

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



13th August 85



CARMEL CITY PLAN COMMISSION

President William H. Merrill

Secretary Rosalind McCart

# WOODFIELD - SECTION THREE

The undersigned, Langston Construction Company, 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 THREE, 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 15 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, horse 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 representative 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 Three".

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  
Langston Construction Company

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 Langston Construction Company, 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 2nd day of August, 1985.

Barbara L. Haskett  
NOTARY PUBLIC

My Commission Expires 9-22-85

**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 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 Aug 7, 1985.

**CARMEL CITY PLAN COMMISSION**

William H. Merrill President  
Rosalind McCart Secretary

This plat was given approval by the City of Carmel Board of Public Works at a meeting held Aug 7, 1985

Jan C. Rein  
Paul Swift  
Bruce Walker

13<sup>th</sup> August 85

This Instrument prepared by Allan H. Weibe.

Parcel

RECEIVED FOR RECORD  
AT 10:00 CLOCK A.M.  
AUG 13 1985  
BOOK 12 PAGE 34  
Mary H. Clark  
REGISTERED HAMILTON COUNTY, INDIANA