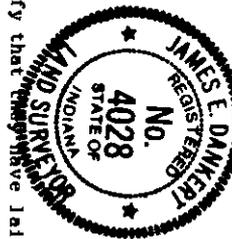


This subdivision consists of 20 lots numbered 1 thru 20, inclusive. The size of the lots and the width of the streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 3rd day of September, 1988.


James E. Dankert, R.L.S. #4028



The undersigned, Diversified Investment Group, Inc. the owner of record of all of the included tract, does hereby certify that the same have laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as BRIDLEWOOD, an Addition in Boone County, Indiana.

In order to afford adequate protection to all present and future owners of lots in this subdivision, the undersigned owner hereby adopts and establishes the following subdivision restrictions ("Subdivision Restrictions"), consisting of protective covenants, each and all of which shall run with the land and inure to the benefit of and be binding upon the persons, firms, corporations and other legal entities from time to time in ownership of the lots in this subdivision and all persons claiming under or through them:

1. The streets, if not heretofore dedicated, are hereby dedicated to the public.
2. Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.
3. There are strips of ground as shown on this plat and marked 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.
4. The drainage easements shown on the within plat are reserved for the drainage or storm water, whether by swale, ditch or storm sewer. No structure other than storm water drainage structures, retaining walls, or elevated walks and drive-ways shall be erected in, on, over, under, or across any such easement; except that a drainage easement may also be used as a utility strip, and structures permitted in a utility strip may be erected therein provided that they do not interfere with the flow of water. Owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easement herein reserved.
5. Landscape easements, shown on the plat as "L.E.", are reserved for the use by the Bridlewood Homeowners Association, Inc. for the purpose of maintaining, rebuilding, replacing, etc., any and all subdivision identification signs, masonry walls, fences, earthen mounds, and landscaping which shall be or shall have been installed or constructed by the undersigned within such landscape easement or easements. No lot owner shall have the right to remove, add to, or modify the improvements, mounding, or landscaping located within the landscape easement without prior written consent of the Architectural Review Committee to be selected by the Bridlewood Homeowners Association, Inc. The cost of maintaining, rebuilding, replacing, etc. said subdivision signs, walls, fences, earthen mounds and landscaping shall be borne by the Bridlewood Homeowners Association which shall assess the owners of each lot in this subdivision equally to recover said cost.
6. 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.
7. All lots in this subdivision shall be designated and used exclusively as residential lots for dwelling purposes and uses incidental thereto. 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.
8. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed to and one-half stories in height, and a private garage for not less than 2 cars and residential accessory building.
9. Except as otherwise provided herein, no residence may be constructed, erected or maintained on any lot in Bridlewood, having a ground floor area, exclusive of open porches, attached garages and basements, of less than 2,600 square feet in case of a one story residence, or less than 1,800 square feet in case of a one and one-half, two, or two and one-half story residence.
10. No building may be erected between the building set-back lines shown on the Plats and the lots lines; and no structure or part thereof may be built or erected nearer than 10 feet, or 10% of the actual lot width to 25 feet, whichever is greater, to any side yard line or nearer than 25 feet to any rear lot line.
11. Until such time as a sanitary sewer system is installed in this subdivision a sanitary septic tank or disposal tank with adequate absorption bed shall be installed and properly maintained for each dwelling erected. The specifications 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 Architectural Control Committee, hereinafter referred to as well as all necessary public authorities.
12. No motor homes, campers, trucks over one-half ton, trailers or boats shall be parked on any lot in the front yard areas or elsewhere on the lot if not fully screened from the adjoining lots and/or the Common Area.

3. There are strips of ground as shown on this plat and marked 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.
4. The drainage easements shown on the within plat are reserved for the drainage or storm water, whether by swale, ditch or storm sewer. No structure other than storm water drainage structures, retaining walls, or elevated walks and drive-ways shall be erected in, on, over, under, or across any such easement; except that a drainage easement may also be used as a utility strip, and structures permitted in a utility strip may be erected therein provided that they do not interfere with the flow of water. Owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easement herein reserved.
5. Landscape easements, shown on the Plat as "L.E.", are reserved for the use by the Bridlewood Homeowners Association, Inc. for the purpose of maintaining, rebuilding, replacing, etc., any and all subdivision identification signs, masonry walls, fences, earthen mounds, and landscaping which shall be or shall have been installed or constructed by the undersigned within such landscape easement or easements. No lot owner shall have the right to remove, add to, or modify the improvements, mounding, or landscaping located within the landscape easement without prior written consent of the Architectural Review Committee to be selected by the Bridlewood Homeowners Association, Inc. The cost of maintaining, rebuilding, replacing, etc. said subdivision signs, walls, fences, earthen mounds and landscaping shall be borne by the Bridlewood Homeowners Association which shall assess the owners of each lot in this subdivision equally to recover said cost.
6. 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.
7. All lots in this subdivision shall be designated and used exclusively as residential lots for dwelling purposes and uses incidental thereto. 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.
8. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed to and one-half stories in height, and a private garage for not less than 2 cars and residential accessory building.
9. Except as otherwise provided herein, no residence may be constructed, erected or maintained on any lot in Bridlewood, having a ground floor area, exclusive of open porches, attached garages and basements, of less than 2,600 square feet in case of a one story residence, or less than 1,800 square feet in case of a one and one-half, two, or two and one-half story residence.
10. No building may be erected between the building set-back lines shown on the Plats and the lots lines; and no structure or part thereof may be built or erected nearer than 10 feet, or 10% of the actual lot width to 25 feet, whichever is greater, to any side yard line or nearer than 25 feet to any rear lot line.
11. Until such time as a sanitary sewer system is installed in this subdivision a sanitary septic tank or disposal tank with adequate absorption bed shall be installed and properly maintained for each dwelling erected. The specifications 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 Architectural Control Committee, hereinafter referred to as well as all necessary public authorities.
12. No motor homes, campers, trucks over one-half ton, trailers or boats shall be parked on any lot in the front yard areas or elsewhere on the lot if not fully screened from the adjoining lots and/or the Common Area.
13. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.
14. No unlawful, obnoxious or offensive activity shall be carried on or permitted on any lot in this subdivision; no shall anything be done thereon which shall be or become a nuisance to the neighborhood.

15. No lots in this subdivision shall be further subdivided to create addition lots, nor shall more than one single-family dwelling house be erected, altered, placed or permitted to remain on any lot within this subdivision. To the extent otherwise permissible without replating under the Subdivision Control Ordinance of Boone County, Indiana, parts of a lot may be conveyed by metes and bounds description to the owner of an adjoining lot within the subdivision for inclusion as a part of such adjoining lot, but only if such conveyance does not result in or create a violation of Paragraph 5 of these Subdivision Restriction or reduce the size of any lot below the minimum required under the R-2 Residential Dwelling Classification of the Boone County Zoning Ordinance, Ordinance No. 79-1 as from time to time amended or changed. In no event shall more than twenty (20) homes be erected in this Subdivision.
16. The Architectural Control Committee is composed of Allen Valenti, David Ford, and David Held. In the event of the resignation or death of any member of the Committee, the remaining shall have full authority to designate a successor. The members of this committee shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the owners of two-thirds of the lots in this subdivision shall have the power through a duly recorded instrument to change the membership of the committee, or to withdraw from the committee or to restore to it any of its powers and duties. In the event the committee or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed fully complied with.
17. No fence, wall, hedge or shrub planting, or any other object which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended.
18. 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 the Architectural Control Committee.
19. No fence shall be erected on or along any interior lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height. No fence or wall which is not of open wire or chain link, shall exceed eight (8) feet in height.
20. All driveways shall be hard surfaced with a material approved by the Architectural Control Committee. Driveways on lots 1 and 20 shall access to Bridlewood Trail and NOR to U.S. 421.
21. All lots in this subdivision shall be assessed for drainage maintenance purposes by Boone County.
22. All mailboxes installed at the street to service lots in Bridlewood shall be uniform and shall be of a type, color and manufacture approved by the Building Committee. Such mailboxes shall be installed upon posts approved as to type, size and location by the Building Committee.
23. No exterior light shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another lot. Each owner shall install and maintain a light in operable condition on his lot at a location, having a height and of a type, style and manufacture approved by Developer prior to the installation thereof. Each such light fixture shall also have a bulb of a maximum wattage approved by Developer to insure uniform illumination on each lot and shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day.
24. In the event that storm 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.
25. Located within the drainage easement common to lots 10 and 11, as shown on the within plat, is a pond which is for the private use of the owners of said lots 10 and 11. However, nothing herein shall be deemed as restricting the use of this pond or the drainage easement it occupies pursuant to Sections 4 and 24. The owners of lots 10 and 11 shall share equally in the cost of maintenance of the pond and the land immediately surrounding and affected by it.
26. No open loop geothermal heat pump systems shall be permitted.
27. The foregoing covenants, (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming 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. Invalidity of any one of the foregoing covenants or restrictions, by judgement or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.
28. 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.

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 the Architectural Control Committee.

19. No fence shall be erected on or along any interior lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height. No fence or wall which is not of open wire or chain link, shall exceed eight (8) feet in height.

20. All driveways shall be hard surfaced with a material approved by the Architectural Control Committee. Driveways on Lots 1 and 20 shall access to Bridlewood Trail and NOR to U.S. 421.

21. All lots in this subdivision shall be assessed for drainage maintenance purposed by Boone County.

22. All mailboxes installed at the street to service lots in Bridlewood shall be uniform and shall be of a type, color and manufacture approved by the Building Committee. Such mailboxes shall be installed upon posts approved as to type, size and location by the Building Committee.

23. No exterior light shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another lot. Each owner shall install and maintain a light in operable condition on his lot at a location, having a height and of a type, style and manufacture approved by Developer prior to the installation thereof. Each such light fixture shall also have a bulb of a maximum wattage approved by Developer to insure uniform illumination on each lot and shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day.

24. In the event that storm 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.

25. Located within the drainage easement common to lots 10 and 11, as shown on the within plat, is a pond which is for the private use of the owners of said lots 10 and 11. However, nothing herein shall be deemed as restricting the use of this pond or the drainage easement it occupies pursuant to Sections 4 and 24. The owners of lots 10 and 11 shall share equally in the cost of maintenance of the pond and the land immediately surrounding and affected by it.

26. No open loop geothermal heat pump systems shall be permitted.

27. The foregoing covenants, (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming 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. Invalidaton of any one of the foregoing covenants or restrictions, by judgement or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

28. 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.

29. This subdivision shall also be subject to, and these covenants and restrictions shall incorporate and include the Declaration of Covenants, Conditions and Restrictions for Bridlewood recorded in the Office of the Recorder of Boone County, Indiana in Misc. Record 110 pages 1 through 20.

IN WITNESS WHEREOF, Diversified Investment Group, Inc. as fee simple owner of the real estate subdivided by the Plat of this subdivision, have caused these Subdivision Restrictions to be executed this 7th day of September, 1988.

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, Personally appeared David B. Held, President, Allen M. Valenti, Vice President, and David M. Ford, Secretary Treasurer, who, after having been duly sworn, acknowledged the execution of the foregoing Plat Covenants, Conditions and Restrictions

WITNESS my hand and Notarial Seal this 7th day of September, 1988.

My Commission Expires:

November 15th 1990

County of Residence:


David B. Held, President


Allen M. Valenti, Vice President


David M. Ford, Secretary Treasurer


(GLENDA C. SIMS), Notary Public
ART 1112