

12135

PROTECTIVE COVENANTS

ENTERED FOR RECORD

BOOK

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Marville Abbott

RECORDER HENDRICKS COUNTY

THIS INDENTURE WITNESSETH:

WHEREAS, Robert R. Kiefer and Paul B. Ledford are the owners of the following described real estate, to-wit:

The Northwest quarter of the Southwest quarter of Section 21, in Township 16 North, Range 1 East, containing 40 acres, more or less. EXCEPTING THEREFROM: A part of the Southwest quarter of Section 21, Township 16 North, Range 1 East, situated in Lincoln Township, Hendricks County, Indiana; and being more particularly described as follows, to-wit: From the Northeast corner of the aforesaid tract, proceed thence South 89 degrees 06 minutes 11 seconds West (the bearing from a contiguous survey) along the quarter section line, for a distance of 1318.14 feet to the quarter-quarter section corner for a point of beginning. From said point of beginning, proceed thence South 0 degrees 20 minutes 08 seconds East, along the quarter-quarter line for a distance of 1334.21 feet to the quarter-quarter section corner; thence South 89 degrees 0 minutes 46 seconds West, along the quarter-quarter section line, for a distance of 40.00 feet; thence North 0 degrees 20 minutes 08 seconds West for a distance of 1334.27 feet to the quarter section line; thence North 89 degrees 06 minutes 11 seconds East, along the quarter section line, for a distance of 40.11 feet to the point of beginning, containing 1.2251 acres, more or less; subject to easement for a County Road on and along the North boundary. The parcel described above contains 38.7749 acres, more or less.

which real estate has been or will be platted and subdivided and known as Farmbrook -- Section 1, Farmbrook -- Section 2, and Farmbrook -- Section 3, all located in Lincoln Township, Hendricks County, Indiana; and,

WHEREAS, said owners desire to protect the development of said real estate and establish standards and restrictions governing the orderly development and use of said real estate; and,

WHEREAS, said owners of all interest in said real estate desire to impose upon the title of said real estate certain restrictions and covenants as hereinafter more particularly set forth.

NOW, THEREFORE, BE IT UNDERSTOOD that the following are the covenants to run with the land and be binding on all parties or persons claiming any interest in or title to said real estate from and after the date of the recording hereof as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling, not to exceed two and one-half stories in height and a private garage for no more than three (3) cars; all garages to be attached to dwellings.
2. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than one thousand five hundred (1,500) square feet for a one-story dwelling nor less than two thousand (2,000) square feet for a dwelling of more than one (1) story.

3. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the set-back line shown on the recorded plat. No building shall be located nearer than ten (10) feet to an interior lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot.

4. Dwellings may be erected on each lot as platted. Lots may not be subdivided into building plots in such manner that more than one (1) house per lot would be constructed. In the event that any lot is enlarged as a building site by the addition thereto of adjoining lots or parts of adjoining lots, the side lot lines heretofore referred to shall be defined as the new side lines of such lot, as enlarged.

5. There are strips of ground shown on the plat as "Utility Easement". Said easements are hereby reserved for public utilities, for the installation and maintenance of poles and lines, for telephone and electric power, for underground cables, for sewers, for drains, for water mains, all serving the lots in said addition. Said easements are likewise reserved for the use of the public for surface water drainage and are to be maintained by the property owners, as such. Under no circumstances shall said easement be blocked, in any manner, by the construction of any improvement, nor shall any grading restrict, in any manner the waterflow. Said areas are subject to construction, or reconstruction, to any extent necessary to obtain adequate drainage of any time by any proper authority, or by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the addition and the purchasers of lots shall take title subject to the easements created; and subject, at all times, to the additional right of the proper authorities to serve, replace, and recondition utilities therein, or to install new utilities therein.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either permanently or temporarily.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. However, any sign required by law may be displayed during the construction period.

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

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning shall be allowed.

11. No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equiped in accordance with the requirements, standards, and recommendations of the State Board of Health and the Hendricks County Board of Health. Approval of such system, as installed, shall be obtained from such authorities.

12. Sewage Systems. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements of all State and County health authorities.

13. No fence, wall, hedge, or shrub planting which obstructs sight lines or elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and along a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner - from the intersection of the street property lines, extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. These covenants 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 these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

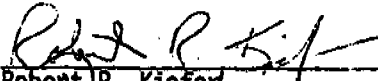
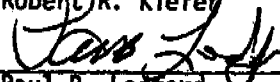
15. All owners or assigns of any of any part of said property shall maintain all drivers, shrubbery, and keep their lawn in a neat and orderly manner.

16. Enforcement shall be by proceedings at law, or in equity against any person or persons violating, or attempting to violate, any covenant, either to restrain violation or to recover damages. These restrictions shall inure to and be enforceable on any lot or part thereof in this addition; and any judgment for costs on account of legal action brought to enforce said restrictions or any of them, shall carry with it attorney's fees for plaintiff's attorney, which attach to and be a lien upon any real estate owned by the defendant in this addition.

17. Invalidation of any one of these covenants, by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

These restrictions and all of them shall run with the land and said lots in this addition and every part thereof, and shall inure to all purchasers thereof and their respective successors in title.


IN WITNESS WHEREOF, Robert R. Kiefer and Paul B. Ledford have caused these Protective Covenants to be executed this 30 day of March, 1978.


Robert R. Kiefer

Paul B. Ledford

STATE OF INDIANA
SS:
COUNTY OF KNOX

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, this 30 day of March, 1978, came Robert R. Kiefer and Paul B. Ledford and acknowledged the execution of the foregoing Protective Covenants.




Rebecca J. Kellner, Notary Public
Residing in Knox County, Indiana

2427

DECLARATION AND ESTABLISHMENT OF
CONDITIONS, RESERVATIONS, AND RESTRICTIONS
FOR FARMBROOK

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The undersigned, William J. Kelley and Elizabeth M. Kelley, Husband and Wife, as owners and proprietors of "Farmbrook", located in Lincoln Township, Hendricks County, Indiana, do hereby this indenture, restrict and covenant the lots in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks and associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants in their entirety shall apply to all of "Farmbrook". Said subdivision being located in Hendricks County, Indiana.
2. LOT USE: No portion of said real estate shall be used for any purpose other than single family residential dwelling, nor shall any lot be further subdivided.
3. DWELLING SIZE: No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots. The ground floor area of the main structure, exclusive of one story porches and garages shall not be less than 1650 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a multiple story structure, with no less than 1900 square feet of finished floor area in such multiple story structure. Two car attached garages are required.
4. ARCHITECTURAL DESIGN: 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 structure herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee 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, provided, that no building or other structure shall be erected which violates any of the covenants herein contained. Neither the committee nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
5. BUILDING LOCATION: No building shall be located on any lot nearer to the front property line than the minimum building setback line, as shown on the recorded plat, and construction of the main structure building shall begin at a point which is the minimum building setback line, as shown on the recorded plat. No building shall be located nearer than 10 feet to an interior lot line. Any building, once approved and under construction, must be completed within nine (9) months from the time construction was started.
6. BUSINESSES: No building or structure intended for or adapted to business purposes, designed for profit, altruism or otherwise, shall

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RECORDER HENDRICKS COUNTY

be erected, placed, permitted, or maintained on the said described real estate, or any part thereof.

7. **UTILITY BUILDING:** A utility building may be constructed on each lot, the maximum size is not to exceed 150 square feet. This utility building is to be constructed in such manner as to meet the standards of construction as used in the construction of the house, except that it may be constructed of wood totally, if so desired by the landowner. No metal utility buildings shall be allowed on any lot. The building location shall be to the rear of the lot.
8. **TEMPORARY STRUCTURES:** No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other out-buildings shall be used upon any lot at any time as a residence, either temporarily or permanently. All dwellings must be fully completed upon the exterior before being occupied.
9. **FENCES:** No fence shall be erected on or along any lot lines, 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.
10. **STORAGE TANKS:** Oil or gas storage tanks shall be either buried or located in a house or a garage area, such that they are completely concealed from outside view.
11. **DRIVEWAYS:** Each residence shall install a concrete or asphalt driveway. This shall be completed no later than one (1) year from completion of the residence.
12. **SWIMMING POOLS:** No above ground swimming pools shall be installed on any lot.
13. **ANIMALS:** No animals, livestock or poultry shall be raised, bred or kept upon any lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
14. **NUISANCES:** No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
15. **SIGNS:** No signs of any kind shall be displayed to the public view upon any lot except one sign of not more than 5 square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period. Except that, any sign required by law may be displayed.
16. **GARAGES:** There shall be no detached garages on any lot.
17. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. Household trash, or garbage shall not be burned at any time. Said garbage, trash or other wastes shall be disposed of weekly by a refuse collection service, designated by the committee referred to in paragraph number 4. above, or a homeowner's association, if established.
18. **HUNTING OR TRAPPING:** No hunting or trapping shall be allowed on any lot or other area within the boundaries of "Farmbrook".

19. RECREATIONAL VEHICLES, BOATS AND NON-USED VEHICLES: All boats, non-motorized recreational vehicles and non-used or non-operational vehicles shall be kept in either the dwelling, garage, basement, or utility building, or reasonably maintained in the back of the dwelling.
20. LANDSCAPING: All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of three (3) times during the months of April through September.
21. RESTRICTION AGAINST POLLUTION OF WATER: In the interest of public health and sanitation, and so that the land above described and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wild life, and other public uses thereof, grantees and any others governed under these covenants shall not use the above described property for any purpose that would result in the pollution of any waterway that flows through or adjacent to such property by refuse, sewage, or other material that might tend to pollute the waters of such stream or streams or otherwise impair the ecological balance of the surrounding lands.
22. LETTER AND DELIVERY BOXES: The committee referred to in paragraph 4. above shall determine the location, color, size, design, lettering and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto.
23. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways 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 them at points 25 feet from the intersections of the street line, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley placement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line.
24. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and maintenance of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales. This covenant hereby grants the Hendricks County Ditch Board the authority to accept all drainage easements for the purposes of establishing a legal drain. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconvenience caused thereby against the undersigned owners herein, or any of their agents or servants are hereby waived by the lot owner. The undersigned owners herein do further reserve the right to change, layout a new, or discontinue any street, avenue or way shown on the plan of development not necessary for ingress or egress to and from an owner's premises, subject to the approval of the Hendricks County Plan Commission, its successors or assigns, if required.

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25. **CULVERT PIPES:** The owner of each lot shall be responsible for the installation and maintenance of any and all culvert pipes to provide access to said lots. The size of such culvert pipes shall in all cases, be not less than the minimum requirements of the State or County specifications, whichever shall apply. However, in no case shall any culvert pipe be any less than 12 inches.
26. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority. If, in the future, public sewage disposal facilities are made available to the lots in this subdivision, each owner herein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
27. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. If, in the future, public water facilities are made available to the lot owners in this subdivision, each owner herein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
28. **ENFORCEMENT:** If the parties hereto, or any of them, their heirs or assignees shall violate or attempt to violate any of the covenants herein it shall be lawful for any person, or persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.

Provided, further, that should the undersigned owners herein employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, by reason of any breach thereof, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the undersigned owners herein shall have a lien upon such lot or lots to secure payment of all such accounts.

Provided, further, that no delay or omission on the part of the undersigned owners herein or the owners of other lots in such premises in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the undersigned owners for or on account of their failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the undersigned owners herein.

29. **TERM:** These covenants, conditions, reservations, and restrictions, are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date that these covenants, conditions, reservations, and restrictions, are recorded, after which time the same shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the same in whole or in part. Provided, that in the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated

for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Indiana.

30. SEVERABILITY: In the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgement or decree shall not in any manner whatsoever effect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, the said parties as owners and proprietors of the above described subdivision have hereunto set their hands and seals this

26 day of July, 1978.

William J. Kelley
William J. Kelley

Elizabeth M. Kelley
Elizabeth M. Kelley

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public within and for said County, and State, personally appeared William J. Kelley and Elizabeth M. Kelley, Husband and Wife, as owners and proprietors of the above described subdivision, and acknowledged the execution of the above and foregoing protective covenants as their voluntary act and deed.

Witness my Hand and Seal this 26 day of July, 1978.

Raymond A. Gurdik
Notary Public

My Commission Expires:

8-4-79

County of Residence:

Marion