

6768 Nov 7, 1987
 To: Covenant as Plat 119
 pay 200.00
 Ronnie R. Myphus

7337
 RESTRICTIVE COVENANTS FOR MINOR PLAT 285 BOOK 117 PAGE 216

1. Land use and Building type. 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 detached single-family dwelling not to exceed two and one-half stories in height and a private attached garage for not more than 3 car, except that one barn not to exceed 1000 square feet may be put on any lot.

2. No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in paragraph 5.

3. Lot Area and Width. Dwellings may be erected on each lot as platted. Lots may not be subdivided into building plots in such a manner that more than one 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 here-to-fore referred to shall be defined as the new side lines of such lot, as enlarged.

4. The Architectural Committee is composed of Gary G. Reynolds, Lynette M. Reynolds, and Wm. B. Reynolds. A majority of the Architectural Control Committee may designate a representative to act for the committee. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant.

5. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the committee's disapproval shall be assumed.

6. Building Construction must begin within one (1) year of the date of lot closing. No dwelling shall be occupied until final approval of the Hendricks County Building Inspector is secured. The minimum building set-back lines as shown on the recorded plat and in accordance with present county regulations regarding side property lines must be complied with for any erected building. Any extensions of time must be secured in advance from the Architectural Control Committee.

7. Dwelling size. The ground floor area of the dwelling, excluding porches and garages, shall be not less than 1700 square feet for a one story building, one and one-half story or two story dwelling minimum shall be 2000 square feet, Tri-level style dwelling minimum of 1800 square feet and a Bi-Level style dwelling minimum of 1800 square feet.

8. Drainage and Utility Easement. Such easements are hereby reserved for the use of the Hendricks County Drainage Board and/or public utilities, Said easements are for the mutual use and benefit of the owners of all lots in the addition. The purchasers of the 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. Under no circumstance shall said easements be blocked in any manner by construction of any improvement nor shall any grading restrict in any manner, the waterflow. This covenant grants the Hendricks County Drainage Board authority to accept drainage and utility easements in the order to establish legal drains.

9. Nuisances. No Noxious or offensive trade or activity shall be carried on upon any lot in this subdivision, including the open burning of any objects except leaves or brush, nor shall anything be done on said lots which may be or may become an annoyance or nuisance to the neighborhood.

10. Utility building. One utility building or barn may be constructed on each lot after approval of the Architectural Control Committee. The building shall be located behind the main dwelling and not be any larger than 1000 square feet.

ENTERED FOR RECORD PL 117
 April 17 1989 AF232M H 216-18
 Ronnie R. Myphus
 RECORDER HENDRICKS COUNTY

11. Temporary Structures. 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 temporarily or permanently.

12. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise 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.

13. Landscaping. All lots in this subdivision shall be improved with not less than two (2) deciduous type shade trees and two (2) evergreen trees or shrubs within one year of the occupancy of a permanent structure. No weeds or grass over two feet in height shall be permitted. If premises are not maintained to at least this minimum, Architectural Control Committee or its designate shall cause such maintenance to occur at the expense of the owner.

14. Livestock. 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 provided that they are not kept bred or maintained for any commercial purpose. No more than 3 horses may be kept on any lot, and only if said horses are kept for any commercial purpose.

15. Garbage and refuse Disposal. No lot shall be used or maintained as a dumping ground. Trash, garbage, or other wastes shall not be kept except in sanitary containers. Such waste shall be disposed of weekly by a refuse collection service. Equipment for such disposal shall be clean and sanitary and shall not be offensive as to sight or odor. Garbage, trash, or refuse shall not be burned on any lot after dwelling is occupied.

16. Sewage Disposal. Until such time as an individual sewer disposal system is approved by the Indiana Health Department, a sanitary septic tank shall be installed for each dwelling erected. Such septic tank shall be of a type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health and the Hendricks County Department of Health. No other sanitary provision or device for sewer disposal shall be installed or permitted to remain in this tract. A copy of this approval shall be submitted to the Architectural Committee before installation of septic.

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

18. Sight Distance at Intersections. No fence, wall hedge or shrub planting which obstructs sight lines or elevations between 2 and 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 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 a street property lines extended. The same sightline 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. Fences. No fence, wall or hedge shall be erected, placed or altered on any lot nearer the street than the rear foundation wall unless approved by the Architectural Control Committee. All fences shall be kept in good repair and erected as to enclose the property and decorate the same without hindrance or obstruction of any other property.

- 20. Storage Tanks. Oil or gas storage tanks shall be either buried or located in a house or garage, or concealed from view with a privacy fence.
- 21. The electrical service for all lots shall be underground.
- 22. Terms. 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 10 years unless an instrument is signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 23. Enforcement. If any of the parties hereto, their heirs or assigns shall violate or attempt to violate any of the covenants it shall be lawful for any other person or persons vested with the title to any of the lots herein before described, or the undersigned, to proceed either in law, or in equity against such person or persons or entity, violating or attempting to violate any such covenants, and to enjoin them from doing so, to recover damages for such violation and to seek all other appropriate relief. The failure of any person or persons vested with the title to any of the lots herein before described or the undersigned to enforce any of said restrictions, rights, reservations, limitations, agreements, covenants and conditions, herein set forth, at the time of the violation shall in no event be a waiver of the rights to do so thereafter.
- 24. Severability. The invalidation of any one of these covenants by judgement or court decree shall in no way effect the other covenants herein contained, which shall remain in full force and effect.

In witness whereof, the owners of the property described herein as Minor Plat 285, have hereby executed this instrument this 19 day of April, 1989.

Gary Reynolds
Gary Reynolds

Lynette Reynolds
Lynette Reynolds

ENTERED FOR RECORD
BOOK 111 APR 19 1989 PAGE 216-18

STATE OF INDIANA }
COUNTY OF HENDRICKS } SS:

Ronnie D. Mowbray
HENDRICKS COUNTY RECORDER

Appeared before me, the undersigned, a Notary Public in and for said County and State, Gary and Lynette Reynolds, and acknowledged execution of the above and foregoing certificate, as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 19th day of April, 1989.

Signature Judith T. Snyder

Printed JUDITH T. SLYDER
Notary Public residing in
Manassas County, Indiana

My Commission Expires:
Sept. 25, 1990

This instrument prepared by Gary Reynolds.

ENTERED FOR RECORD

16968

COOK

Restrictive Covenants For
Minor Plat 285

119 NOV 17 1989 PAGE 768-70

Bonnie D. Murphy
HENDRICKS COUNTY RECORDER

BOOK 119 PAGE 768

1. Land use and Building type 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 detached single-family dwelling not to exceed two and one-half stories in height and a private attached garage for not more than 3 car, except that one barn not to exceed 1000 square feet may be put on any lot.
2. No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. approval shall be as provided in paragraph 5.
3. Lot Area and Width. Dwellings may be erected on each lot as platted. Lots may not be subdivided into building plots in such a manner that more than one house per lot would be constructed. In the event that any lot is enlarged as a building site by the addition there to of adjoining lots, the sidelot lines here-to-fore referred to shall be defined as the new side lines of such lot, as enlarged.
4. The Architectural Committee is composed of Gary G. Reynolds, Lynette M. Reynolds, and Wm. B. Reynolds. A majority of the Architectural Control Committee may designate a representative to act for the committee. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services preformed pursuant to the covenant.
5. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the committee's disapproval shall be assumed.
6. No dwelling shall be occupied until final approval of the Hendricks County Building Inspector is secured. The minimum building set-back lines as shown on the recorded plat and in accordance with the present county regulations regarding side property lines must be complied with for any erected building.

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#7336 Plat Cabind
Pg 2 slide 13
April 19, 1989*

*original
Covenants
Recorded #7337
April 19, 1989 Misc book #117 pg 216-218*

7. Dwelling size - The ground floor area of the dwelling, excluding porches and garages, shall be not less than 1500 square feet for a one story building, one and one-half story or two story dwelling minimum shall be 1800 square feet, tri-level style dwelling minimum of 1600 square feet.
8. Drainage and Utility Easement - Such easements are here by reserved for the use of the Hendricks County Drainage Board and or public utilities, said easements are for the mutual use and benefit of the owners of all lots in the addition. The purchasers of the 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 there in or to install new utilities. Under no circumstance shall said easements be blocked in any manner by construction of any improvement nor shall any grading restrict in any manner, the water flow. This covenant grants the Hendricks County Drainage Board authority to accept drainage and utility easements in the order to establish legal drains.
9. Nuisances - No Noxious or offensive trade or activity shall be carried on upon any lot in this subdivision, including the open burning of any objects except leaves or brush, nor shall anything be done on said lots which may be or may become an annoyance or nuisance to the neighborhood.
10. Utility Building - One utility building or barn may be constructed on each lot. The building shall be located behind the main dwelling and not be any larger than 1000 square feet.
11. Temporary Structures - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
12. Signs - No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise 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.
13. Landscaping - All lots in this subdivision shall be improved with not less than two (2) deciduous type shade trees within one year of the occupancy of a permanent structure.
14. Livestock - 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 provided that they are not kept bred or maintained for any commercial purpose.

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15. Garbage and Refuse Disposal - No lot shall be used or maintained as a dumping ground. Trash, garbage or other wastes shall not be kept except in sanitary containers. Such waste shall be disposed of weekly by a refuse collection service. Equipment for such disposal shall be clean and sanitary and shall not be burned on any lot after dwelling is occupied.
16. Sewage Disposal - Until such time as an individual sewer disposal system is approved by the Indiana Health Department, a sanitary septic tank shall be installed for each dwelling erected. Such septic tank shall be of a type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health and the Hendricks County Department of Health. No other sanitary provision or device for sewer disposal shall be installed or permitted to remain in this tract.
17. Water Supply - No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Indiana State Board of Health and the Hendricks County Board of Health. Approval of such system, as installed, shall be obtained from such authorities.
18. Storage Tanks - Oil or gas storage tanks shall be either buried or located in a house or garage, or concealed from view with a privacy fence.
19. The electrical service for all lots shall be underground.
20. Terms - 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 is signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
21. Enforcement - If any of the parties hereto, their heirs or assigns shall violate or attempt to violate any of the covenants it shall be lawful for any other person or persons vested with the title to any of the lots herein before described, or the undersigned, to proceed either in law, or in equity against such person or persons or entity, violating or attempting to violate any such covenants, and to enjoin them from doing so, to recover damages for such violation and to seek all other appropriate relief. The failure of any person or persons vested with the title to any of the lots herein before described or the undersigned to enforce any of said restrictions, rights, reservations, limitations, agreements, covenants and conditions, herein set forth, at the time of the violation shall in no event be a waiver of the rights to do so thereafter.
22. Severability - The invalidation of any one of these covenants by judgement or court decree shall in no way affect the other covenants herein contained, which shall remain in full force and effect.

owner
Lynette M Reynolds