

ENTERED FOR RECORD

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

MAY 5 1995

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MINOR PLAT #602

HENDRICKS COUNTY, INDIANA

147 *Jonathan Jeffries*
HENDRICKS COUNTY RECORDER

THIS DECLARATION of Covenants and Restrictions ("Declaration") is made this 27th day of February, 1995 by Jonathan Jeffries.

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in Hendricks County, Indiana, as described in Exhibit "A" attached hereto and by reference is hereby made a part hereof ("Real Estate"); and,

WHEREAS, Developer hereby subdivides the real estate into four lots ("Lots) and designates land consisting of 6.02 acres, which does include Minor Plat #602 ("Development"), being more particularly described on said plat thereof recorded on March 21, 1995, 1995 in the Office of the Recorder of Hendricks County, Indiana, and by reference is hereby made a part hereof; and,

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WHEREAS, Developer hereby establishes a system of assessments and charges to be borne by certain lot owners of the Development, to provide for mutual enforcement of the Declaration by all of the owners of each respective lot in the Development ("Owners").

NOW, THEREFORE, Developer hereby affirms that all of the property described in Exhibit "A" shall hereafter be held subdivided, sold and conveyed subject to the following Declaration which purports to protect the value and desirability of the Development, and which shall run with the Real Estate and shall be binding on all parties having right, title, or interest in the Real Estate or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEVELOPER APPROVAL OF BUILDING PLANS

Type, Size, and Nature of Construction Permitted and Approvals Required: Each lot shall be used for the purpose of a single family residential home ("Dwelling Unit"), consistent with the applicable zoning ordinance of Hendricks County, Indiana. Construction of any Dwelling Unit, garage or accessory building shall not commence on any lot without the prior written approval of the Developer to Owner or Owner's builder. Such requests shall take into account information as to the type of materials, exterior facade, design, layout, lot location, landscaping and finish grading elevations. Any change during construction in

specifications, etc. from originally submitted information shall require the re-approval by Developer. Upon the sale of all lots by Developer, Developer, at its option, may assign such responsibility to a group of Owners, who shall mutually agree on such approvals.

1. **Minimum Areas:** The following restrictions shall apply: Any Dwelling Unit erected, placed or altered shall have the following minimum areas, exclusive of porches, decks, and garages:
 - a. The minimum floor area of a Dwelling Unit shall be 1,450 square feet.
 - b. The minimum main floor area of a Dwelling Unit of more than one story shall be 1,100 square feet, provided that the total floor area of each Dwelling Unit is at least 1,600 square feet.
2. **Construction Materials:** All exterior materials of Dwelling Unit, except roofing, shall be primarily of natural materials, i.e. brick or wood. No vinyl or aluminum siding will be permitted, except if, in the opinion of the Developer, the material has been used on less than 10% of the exterior for less maintenance of certain areas of the Dwelling Unit, i.e. eaves, soffits, dormers, etc. Construction of all Dwelling Units, accessory buildings, decks, fences, etc. shall be of a good and workmanlike manner.
3. **Roof Pitch:** Main Roof Pitch shall be a minimum of 6/12 on all Dwelling Units.
4. **Accessory Buildings:** Accessory buildings are permitted within the subdivision; however, the area of all such buildings on the lot shall not exceed the net area of the Dwelling Unit, exclusive of garage and open porches. Height shall not exceed 10', and its exterior appearance shall be maintained in good condition.
5. **Prohibition of Mobile Homes:** No manufactured, modular or mobile home, shack, or other structure shall be placed or constructed on any Lot at any time for use as a permanent residence or for any other purpose, except as reasonably required in connection with the construction of a Dwelling Unit on a Lot, provided that such temporary structure does not stay for more than a six (6)-month period.
6. **Time Limits on Construction:** The exterior of every Dwelling Unit or other structure permitted to be constructed or remain on any Lot shall be completed within six (6) months from the start of construction, including

the application of at least one (1) coat of paint, or stain on any exterior wood surfaces. All such structures must be completed within one (1) year from commencement of framing.

**ARTICLE II
OTHER PROVISIONS**

- A. **Nuisances:** No Noxious or offensive activities shall be conducted on any Lot in the Development, nor shall anything be done on any Lot which shall be or shall become an unreasonable annoyance or nuisance to the Owners of other Lots in the Development.
- B. **Animals:** No quantity of animals which create a nuisance or unsightly condition or smell shall be raised, bred or kept on any Lot.
- C. **Ditches and Swales:** All Owners shall keep unobstructed and in good repair, all open storm water drainage ditches and swales located on their respective Lots. Owners of all Lots in the Development shall comply at all times with the provisions of the Development Plan (Grading Plan) as approved for this plat by the Hendricks County Drainage Board. Any field tile or underground drain encountered during construction of any improvements within the Development shall be perpetuated.
- D. **Requirement to Mow Grass:** All Owners Shall mow and maintain any grass areas along County Roads 350 North and 525 West.

**ARTICLE III
EFFECT OF BECOMING AN OWNER**

Any Owner, by the acceptance of a deed conveying title thereto, or the execution of a contract for the phrase thereof, whether from Developer or a subsequent Owner, shall accept said deed or execute the contract subject to this Declaration and any agreements herein contained. Said Owner shall covenant and agree with and consent to Developer and with and to the Owners and subsequent Owners of each of the Lots to keep, observe, comply with and perform said Declaration and agreements.

ARTICLE IV
DURATION AND AMENDMENT

- A. **Duration and Declaration:** This Declaration shall be effective for an initial term of twenty-five (25) years from the date of its recordation by the Recorder of Hendricks County, Indiana, and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless at the end of any term, the Owners of a majority of the Lots vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken.
- B. **Amendment of Declaration:** Developer hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring this Declaration into compliance with the requirements of any public agency having jurisdiction thereof or any agency guaranteeing, insuring, or approving mortgages, or to change or modify Declaration for amendments to the Plat so long as Developer owns any Lots within the Development.

ARTICLE V
ENFORCEMENT AND SEVERABILITY

If the parties hereto, or any of them, their heirs or assignees shall violate anything stated in this Declaration, it shall be lawful for any Owner or Owners in this subdivision to prosecute by any proceedings at law or equity the person or persons violating or attempting to violate any such covenant and either to prevent him/hes/them from so doing or to recover damages or other dues for such violations, including attorney fees. A violation of any restriction herein will not result in reversion or forfeiture of title. Invalidity of any provision of the Declaration by court order, shall in no way affect any of the other provisions herein, which shall remain in full force and effect. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these provisions shall be held to be a waiver by that or any party of any right available to him upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration.

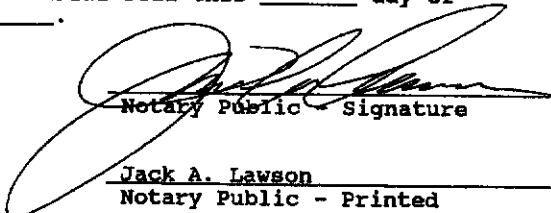
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 27 day of February, 1995.

BY: 
Jonathan Jeffries

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Jeffries, who acknowledged the execution of the foregoing document and, who, having been duly sworn, stated that any representation herein contained are true.

Witness my hand and Notarial Seal this 27th day of February, 1995.


Notary Public - Signature
Jack A. Lawson
Notary Public - Printed

County of Residence:
Hendricks
My Commission Expires:
May 16, 1996

This instrument prepared by: Jonathan Jeffries, 8499 West Co.Rd. 600 South, Coatesville, Indiana 46121.