

9021795

NEW BRITTON WOODS

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 28<sup>th</sup> day of AUGUST, 1990, by  
NEW BRITTON WOODS DEVELOPMENT CORPORATION, WITNESSETH:

THE UNDERSIGNED, New Britton Woods Development Corp., an Indiana Corporation (hereinafter called the "Developer"), Owner of the real estate shown and described herein, hereby certifies that it has laid off, platted and subdivided, and hereby lays off, plats and subdivides said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as "NEW BRITTON WOODS", an addition in Hamilton County, Indiana, and all streets not heretofore dedicated are hereby dedicated to the public. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the development and anyone at anytime owning any part or portion of such land.

1. There shall be, and there is hereby created and established the "Development Control Committee" (hereinafter referred to as the "Committee"), to perform the functions provided to be performed by it hereunder or under the provisions of the within plat. William J. Wills and Joseph W. Harrick, or their duly authorized successors shall constitute the Committee. In the event of the death or resignation of any member of said Committee, the remaining member shall have full authority to approve or disapprove the building plans, specifications and plot plans, or designate a successor with like authority.

The duties and the responsibilities of the Committee are as follows:

- A. The Committee shall regulate the external appearance location and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these covenants.
- B. The Committee may establish forms and checklists for the presentation of information, review and approval of buildings plans, landscape plans or other pertinent information as it affects the Committee's responsibilities.
- C. The Committee shall approve or disapprove proposed improvements within fourteen (14) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the Committee shall specify the reason or reasons therefor.
- D. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the declaration.

The Instrument Recorded 9-4  
Sharon K. Cherry, Recorder, Hamilton County, IN 1990

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SHARON K. CHERRY  
HAMILTON CO. IN

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## Declaration of Restrictions

E. Neither the Committee, nor any member thereof, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved or the materials to be used.

2. No construction shall be commenced nor any building or fence be erected, placed or altered on any lot in this subdivision until the building plans, specifications, plot plan, drainage plan and landscape plan, showing the location of all the construction, structures, drives, walks, landscaping natural preservation areas, and drainage have been approved as to the compatibility with existing structures and the compliance with this restriction in accordance with the procedures for such approval contained in the rules. If the regulations and guidelines adopted by the Committee. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may then proceed with the building or construction activity according to plans, as submitted. (Commencement of construction shall begin no later than twelve (12) months from date of lot acquisition.)
3. No wall, fence, hedge or shrub planting which obstructs sight lines at elevations above two (2) feet shall be placed or permitted to remain between the front property line and the front building set-back line except where shrub planting is approved by the Committee. No fences shall be allowed except where required by law and/or approved by the Committee. The intent is not to allow fences except for small privacy fences. No fence, wall, hedge or shrub planting 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 with the triangular areas formed by the street property lines and a line connecting points 25 feet from the intersection of said streets. No trees shall be permitted to remain within said distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
4. A front yard dusk to dawn light directed downward and away from adjacent lots shall be installed and maintained on each lot in this subdivision by the respective owners thereof. Prior to the installation of said front yard light, drawings, diagrams and any other documents requested by the Committee shall be submitted to the said Committee for its approval. Such approval shall include design, color, location, height, tree preservation and overall characteristics of the lot and the subdivision.
5. All lots in this subdivision shall be used solely for single family residential purposes unless alternative uses, such as permitted home occupations, as are permitted under applicable zoning laws, specifically Article 9 of the Fishers, Indiana Comprehensive Plan and Ordinances, #10380 dated November 3, 1980.
6. No outbuildings shall be permitted on any lot. It is the intent of this regulation to prohibit outbuildings such as storage sheds, storage barns, and similar such structures.
7. No dwelling house constructed on any of the lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The house shall be substantially completed when an occupancy permit has been issued by the appropriate governmental agency granting such permits. 9021795

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8. Building set-back lines are hereby established as shown on this plat. Between such line and the property lines of the streets, no building, structure or accessory building shall be erected or maintained. In addition, no building, structure or accessory building shall be erected closer to any rear lot line of any lot than forty (40) feet. Minimum side yards of fifteen (15) feet. Where buildings are erected on more than one single lot, this restriction shall apply to the combined lots as if they were on single lot.
9. The ground floor for each dwelling constructed exclusive of one-story open porches, garages, and basements, shall not be less than 1800 square feet in the case of a one-story structure, nor less than 1500 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 2200 square feet of finished and livable floor area.
10. Every building whose construction or placement on any lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Committee within thirty (30) days. All structures constructed or placed on any lot shall be constructed with substantially all new material and no used structure shall be relocated or placed on any such lot.
11. Every house in this subdivision shall have at least a two-car garage, attached, of the same architectural design and materials as the house. Garage doors shall be placed so as not to face the street upon which the principal residence on the lot fronts.
12. The finished exterior of every building constructed or placed on any lot shall be of material other than aluminum siding, rollbrick siding or any other similar artificial material.
13. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage entry, and which shall be available for use not later than the date of initial occupancy of such house.
14. No temporary house, trailer, garage or other outbuilding shall be placed, erected or kept on any lot.
15. Utility services shall be installed underground and in or adjacent to public right-of-way to minimize removal of trees.
16. No owner of a lot shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except at the times when refuse collections are being made.
17. Every outdoor receptacle of ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the real estate at any time, except at the times when refuse collections are being made.
18. Every outdoor receptacle of ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the real estate at any time, except at the times when refuse collections are being made.

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19. Each residence shall be provided with a mailbox to be furnished and installed by the developer concurrently with the original construction of the principal residence on each lot, and prior to the date of initial occupancy of such residence. All mailboxes shall be of the same design, in accordance with a standard mailbox design prepared by the Committee. Unless specific written approval is given by the Committee, no names, designs or other ornamentation shall be placed on any mailboxes or their supporting posts or structures other than street address numbers.
20. Whenever two or more contiguous lots shall be owned by the same person, and such owner shall desire to use two or more of said lots as a site for a single dwelling unit, he shall apply in writing to the Committee for permission to so use said lots. If permission for such use shall be granted the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, and only so long as, the lots remain improved with only one single dwelling unit.
21. The owner of any lot shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot from becoming unsightly and, specifically, such owner shall:
  - A. Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
  - B. Remove all debris or rubbish;
  - C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of real estates;
  - D. Cut down and remove unsightly dead trees;
  - E. Where applicable, prevent debris and foreign material from entering drainage areas;
  - F. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and,
  - G. The front yards of all homes must be landscaped, and plans for all landscaping that will be visible from the street must be submitted to and approved by the Architectural Committee. All front yard landscaping shall be installed by the builder concurrently with the original construction of the principal residence on each lot and shall be installed not later than the date of initial occupancy of such residence; provided, however, that if such construction is completed or such initial occupancy occurs between November 1 of any year and March 31 next following, the installation of such landscaping may be delayed but shall, in any event, be completed not later than the following May 31.
22. It shall be the duty of every owner of every lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair.
23. Each lot owner and/or builder shall be responsible to prevent erosion and protect the natural environment. This shall be accomplished by designating areas on the landscape plan which are to remain undisturbed and to provide an erosion control plan for any areas which will be disturbed during construction.

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24. Trees ten (10) feet outside building, driveway, parking area or other approved areas shall not be removed unless the diameter of the tree is less than four (4) inches, the tree is dead, or approval is granted by the Committee.
25. The disposal of water from sump pumps, geothermal water systems, swimming pools or other forced water discharges shall not be allowed unless approved by the Committee. Under no circumstances shall the above mention water sources be allowed to discharge into streets or adjacent lots except through established drainage easements. Approval by the Committee shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.
26. The drainage plan required to be submitted to the Committee shall show the topography of the lot and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, rights-of-way, easements, streets or common property.
27. There will be no parking on the dedicated streets except when a lot owner has a social function where the invited guests will not be able to park on the owners lot. The provision to allow parking for social functions only applies to automobiles and not to any other form of vehicle. Overnight parking is not allowed on any dedicated street.
28. Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination of the three, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and Governmental agencies as follows:
  - A. Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
  - B. Sewer easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and/or sanitary waste disposal system of said City and/or County designated to serve the addition for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with public sanitary sewer.
  - C. Utility easements (U.E.) are created for the use of public utility and cable television companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
  - D. The owners of all lots in this subdivision shall take title subject to the rights of public utilities, governmental agencies, and the rights of other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purpose herein stated.

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38. No noxious, unlawful, or otherwise 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.
39. No high intensity lighting, outside television, radio or other antennas or satellite dishes or any visually obtrusive object may be erected by an lot owner on the exterior of a dwelling or anywhere on a lot unless approved by the Committee. It is the intent not to allow any exterior antennas.
40. If the parties hereto, or any owner, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, either to prevent him from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties shall have the right to recover legal expenses, including reasonable attorney's fees.
41. Houses on adjacent lots shall not be of the same exterior design so as to appear to have been noticeable duplicated.
- A. No roof shall be installed having a roof pitch of less than 6/12, unless a lesser pitch is specifically approved by the Architectural Committee.
- B. Any storm doors or storm windows installed on or used in connection with any building on any lot shall be painted, and no unfinished aluminum storm doors or storm windows shall be permitted or allowed.
- C. All gutters, downspouts and flues, other than copper, shall be painted. No metal flues shall be allowed on the front of any building. All roof and fireplace flashing, other than copper, and all roof, range and other vents, shall be painted to blend with the color of the roof. All plumbing vent stacks shall be located on the rear of the house.
- D. The placement on any lot of swimming pools, hot tubs or like facilities must be approved in writing by the Committee, and no above-ground swimming pools will be allowed or permitted.
42. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2012, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots it is agreed to amend said covenants in whole or in part; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.
43. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Declaration of Restrictions

44. The provisions of this Agreement are the only covenants and restrictions for the benefit of this real estate, all past restrictions either recorded or unrecorded are hereby waived, released, null, void and of no force or effect whatsoever.

DATED THIS 28<sup>th</sup> DAY OF August, 1990  
NEW BRITTON WOODS DEVELOPMENT CORP., an Indiana Corporation

BY: *William J. Mills*  
William J. Mills, President

STATE OF INDIANA )  
                          )    SS:  
COUNTY OF MARION )

Before me a Notary Public, in and for said County and State personally appeared William J. Mills, President, of the above described real estate and acknowledge the execution of the foregoing instrument as his voluntary act and deed for the use and purpose therein expressed.

WITNESS my Signature this 28<sup>th</sup> day of Aug., 1990.



*Linda Roster*  
Notary Public:  
*Linda Roster*  
Printed:

County of Residence: Morgan  
My Commission Expires: Nov 14, 1991

This Instrument Recorded 9-4 1990  
Sharon K. Cherry, Recorder, Hamilton County, IN

This Instrument prepared by: Joseph W. Harrick

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29. No construction vehicles, shacks or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.
30. During the construction period, the lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation or other building materials shall not be scattered about or around the building. Materials which can blow into adjacent lots shall not be left lying around. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing the trash into a dumpster provided by a trash disposal service.
31. The lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind which may be deposited upon the street easements from construction on the lot. If such deposits occur, then the lot owner shall make provisions to remove such deposits within 48 hours of any specific request therefor made by the Committee or the Committee may remove such deposits and charge the lot owner.
32. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveways and no disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind, including, but not in limitation thereof, house trailers, camper trailers, or boat trailers shall be kept or parked upon said lot unless kept from view of neighboring residences and streets in a garage.
33. No advertising signs (except one per lot of not more than four (4) square feet advertising the lot or home thereof for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except lots used as a model by an owner which then owns four (4) or more lots. This restriction shall not preclude the developer from constructing information signs at the entrances to the subdivision regarding the sale of lots not to exceed sixty-four (64) square feet in size, however, this exception for the developer, shall expire December 31, 1992.
34. All clothes lines, equipment, garbage cans, or storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate therein. Firewood piles shall be kept neat and unobtrusive.
35. A sidewalk no less than four (4) feet in width, shall be required across that portion of a lot which is considered the frontage. Installation and maintenance of said sidewalk shall be the responsibility of the individual lot owners and shall be fully completed and available for use not later than the date of initial occupancy of such house.
36. No outside toilets shall be permitted on any lot (except during a period of construction and then only with the consent of the Committee) and no sanitary waste or other wastes shall be permitted to be exposed.
37. No farm animals, fowl or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision and in no case shall there be allowed more than four (4) ordinary household pets.