

ATTENTION  
KELLIE

9759

**RIDGE LINE ESTATES**  
**DECLARATION OF RESTRICTIVE COVENANTS**  
Lots 75 through 121

The undersigned, Thomas L. Holzknacht and Terry L. Dillon, the President and Secretary/Treasurer, respectively, of Dillon & Holzknacht Development Corporation, the owner of Ridge Line Estates Subdivision located in the Town of Plainfield, Hendricks County, Indiana, do by this indenture restrict and covenant the lots and other area within said subdivision to itself and its assigns, grantees, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, restrictions, conditions, and covenants, to wit:

1. **FULLY PROTECTIVE RESIDENTIAL AREA:** The following covenants shall apply to all lots in Ridge Line Estates subdivision, located in the Town of Plainfield, Hendricks County, Indiana.
2. **HOMESITE USE:** No portion of Lots 75 through 121 shall be used for any purpose other than **SINGLE FAMILY RESIDENTIAL** dwellings, nor shall any lot be further subdivided.
3. **DWELLING:** The ground floor of the main structure, exclusive of porches and garages, shall not be less than 1,450 square feet in the case of one story structures on Lots 75, 76, 77, 78, 79, 80, 81, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, and 119; and 1,600 square feet on lots 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 120, and 121. Multiple story structures must have a first or ground floor area of at least 825 square feet and have not less than 1650 square feet of finished floor area in total. Determination of sufficiency and adequacy of the term "first or ground floor of the main structure" with respect to dwellings of tri-level, bi-level, and one and one-half story design shall rest exclusively with the architectural committee. In addition to the above square footage requirements, each structure shall have an attached or detached garage structure of no less than 400 square feet in size, which is in conforming finish and design with the main structure. It is the responsibility of the lot owner to provide sidewalks meeting the requirements of the Town of Plainfield.
4. **ARCHITECTURAL DESIGN:** No building shall be erected, placed or altered on any lot in this subdivision until the plans, specifications and plot plan showing the location of such building has been approved by an architectural control committee comprised of officers of the undersigned owner of the herein described real estate, or by their duly authorized representatives. The committee's approval or disapproval, as required in these covenants shall be in writing. In the event that said written approval is not received from the committee within twenty (20) days from the date of submission it shall be deemed that the committee has disapproved the presented plan.
5. **BUILDING LOCATION AND ELEVATION:** No building shall be located on any homesite nearer to the front property line than the minimum setback line, as shown on the recorded plat, nor nearer than SIX (6) feet to any side property line. Such location must in any event conform to the restrictions of R-3 zoning in the Town of Plainfield. It is the sole responsibility of the lot owner to comply with all statutes, ordinances, and administrative regulations regarding the construction of any dwelling.
6. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities 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 Town of Plainfield, Hendricks County Ditch Board or by any of the several owners of this subdivision for the maintenance of surface drainage. In no situation shall any owner block the drainage along said drainage swales.
7. **UTILITY BUILDING:** NO utility buildings are permitted on lot 75 through 121.
8. **BUSINESSES:** NO mercantile building shall be erected, built, or placed on any portion of the subdivision, nor any dwelling be used for any business of any nature.

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9. **NUISANCES:** NO noxious or offensive activity shall be carried out on any homesite, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, the operation of any motorized vehicle, moped or similar vehicle on any lot or streets within the boundaries of Ridge Line Estates Subdivision except while traveling to or from the owners' residence. No radio or television antenna that extends more than 5 feet above the uppermost height of the roof shall be placed on any lot. No satellite receivers are permitted.
10. **TEMPORARY STRUCTURES:** No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other outbuildings shall be used upon any homesite at any time as a residence, either temporarily or permanently.
11. **GARBAGE AND REFUSE DISPOSAL:** No homesite shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary condition and shall not be used to create an offensive sight or odor.
12. **LANDSCAPING:** All non-wooded lots in this subdivision shall be improved with a minimum of three deciduous type shade trees within one year of the erection of a dwelling. All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once per month during the months of April through September.
13. **RESIDENCE EXTERIOR:** All dwellings must be constructed with 80% of all first floor exterior walls covered with brick or stone veneer.
14. **VEHICLE REGULATIONS:** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, truck, or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite in Ridge Line Estates unless kept within a building. No parking is permitted on any street within Ridge Line Estates except by guests during special activities if such parking is not inconveniencing other residents of Ridge Line Estates.
15. **ANIMALS:** No animals, livestock, or poultry shall be raised, bred, or kept on any homesite except that household pets may be kept provided that they are suitably fenced and are not kept, bred, or maintained for any commercial purposes and do not create a nuisance.
16. **SWIMMING POOLS:** No swimming pool where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others.
17. **BASEMENTS.** It is the SOLE responsibility of the lot owner to comply with all statutes, ordinances, and administrative regulations regarding the construction of basements.
18. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet 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 twenty-five feet from the intersection of the street line or in the case of a 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's property line with the edge of the driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

19. **FENCES:** Fences shall be reasonably erected so as to enclose the property and decorate the same without hinderance or obstruction to any other property, and shall not exceed six feet in height. No fence shall be erected between the front property lines and the front of the dwelling. No fence shall be erected on or along any lot line, nor on any homesite, the purpose or result of which will be to limit or obstruct reasonable vision, light, or air.
20. **STORAGE TANKS:** Oil or gas storage tanks shall be either buried or located in a residence or garage area so that they are completely concealed from outside view.
21. **DRIVEWAYS:** All driveways shall be constructed of either cement concrete or asphalt within one year of occupancy of the dwelling.
22. **SIDEWALKS:** All sidewalks shall be constructed of concrete. Sidewalks must be installed according to local code and requirements and must be completed at time of construction and before occupancy or within three years from date of purchase whichever occurs first. Sidewalks must be poured so that they slope toward the curb and at an elevation of 4" above curb level. No sidewalk is to be poured on fill dirt until proper compacting is done and settling is complete. Sidewalks at property lines are to meet flush with no steps from one elevation to another. Compliance is an obligation of the purchaser.
23. **SIGNS:** No sign of any kind shall be displayed to the public view upon any homesite, except 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 during the construction and sales period.
24. **ENFORCEMENT:** If the owner of any lot in Ridge Line Estates Subdivision shall attempt to violate any of the covenants herein, it shall be lawful for any other owners to prosecute at any proceeding at law or equity against the person violating any such covenant and either prevent him from doing so or to recover any damages or other dues for such violation.
25. **TERM:** These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall automatically be 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 said covenants in whole or in part. However, at any time, an instrument signed by seventy-five percent (75%) of the owners of Lots 75 through 121 may be recorded to change any covenant.
26. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions otherwise contained in this document and they shall remain in full force and effect.
- IN WITNESS WHEREOF:** The said parties as owner and proprietor of the above described Ridge Line Estates Subdivision, have hereunto set their hand and seal this 15th day of October, 1991.

DILLON & HOLZKNECHT DEVELOPMENT CORPORATION

*Thomas L. Holzknecht, Pres.*  
Thomas L. Holzknecht, President

*Terry L. Dillon, Sec. Treas.*  
Terry L. Dillon, Secretary/Treasurer

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STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF HENDRICKS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas L. Holzknicht and Terry L. Dillon, as President and Secretary/Treasurer, respectively, of Dillon & Holzknicht Development Corporation, the owner and proprietor of the above described subdivision, who acknowledged the execution of the above and foregoing RESTRICTIVE COVENANTS as their Voluntary Act and Deed.

WITNESS My hand and Notarial Seal this 15th day of October, 1991.

Signed: Nancy G. Havens  
          Notary Public

Printed: Nancy G. Havens

My County of Residence: Hendricks  
My Commission expires: April 6, 1993

*This document prepared by Nancy G. Havens, Attorney-at-Law*