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COVENANTS

FOR

**ROYAL TROON VILLAGE  
SECTION 1**

HENDRICKS COUNTY



CHICAGO TITLE

## RESTRICTIVE COVENANTS

## ROYAL TROON VILLAGE SECTION 1 - PHASE 1

The undersigned, Prestwick Sales, Inc., owner of the real estate shown and described herein, being part of the land described, conveyed by quit claim deed and recorded as Instrument # 8553, Plat Book 236, pages 525 to 531, inclusively, in the Office of the Recorder of Hendricks County, Indiana on May 7, 1975 do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as ROYAL TROON VILLAGE SECTION 1 - PHASE 1, an Addition to Prestwick, a Planned Unit Development in Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of lots and dwelling units in this subdivision, the undersigned owner(s) hereby adopts and establishes the following protective covenants, each and all inuring to the benefit of each and every owner of any lot or lots and dwelling unit or units in said subdivision, their heirs and/or assigns, binding all the same, each grantor and their heirs and/or assigns:

1. All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public. No parking of any motorized vehicles will be permitted on any streets within the development.

2. All lots in this subdivision shall be known, described and shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage for single family residential purposes. No mini barns, gazebos, storage buildings or playhouses will be permitted. Lots cannot be resubdivided into two or more building lots without the express, written consent of the Building Committee.

3. No modification of any single-family dwelling including garage, as originally constructed, including but not limited to, any out building, swimming pool, tennis court or any other recreational facility shall be erected or altered in any manner without the prior written approval of the Building Control Committee to be established in accordance with paragraph 5 of these Subdivision Covenants. Such approval shall be obtained prior to commencement of construction or alteration and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finish grade elevations. Approvals will be considered upon the submission of two (2) complete sets of satisfactory plans, including a plot plan, building plans showing floor planning and areas with exterior elevations, specifications, landscape plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:

4. The maximum number of dwelling units, either attached or detached, to be built on the real estate shall be twenty-one (21). The construction of the maximum of twenty-one (21) dwelling units may adhere to any of the following schemes:

- A. Twenty-one (21) detached single family dwelling units;
- B. Attached single family dwelling units with buildings consisting of either two, three or four dwelling units; or
- C. Any combination of the above;

5. Each dwelling unit, whether attached or detached, shall have an attached two-car or larger garage and shall be provided with an off-street driveway of sufficient size to accommodate the parking of one additional vehicle.

6. The minimum size of any dwelling unit located upon said real estate, whether attached or detached, shall be 1200 square feet of "indoor living area" (as defined herein), exclusive of basement (whether finished or otherwise), porch and garage, in accordance with paragraph 13 of these Subdivision Covenants.

7. Buildings containing dwelling units need not be constructed on single lots shown on the within plat but may cross lot lines.

8. The Building Committee shall consist of three members, appointed by GTT Development Co., Inc., hereinafter referred to as the Development Company, its successors or assigns. The members of said committee shall be subject to removal at any time with or without written cause. Any vacancies which occur from time to time shall be filled by the Development Company, its successors or assigns. A majority of the said members shall constitute a quorum for an approval or disapproval of any plans submitted and the decision of the majority shall control without exception and their decision shall be final. The Committee shall determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures in the subdivision and in the Planned Unit Development known generally as Prestwick, and whether the building and property set-back lines comply with plat requirements. No charge shall be made to any purchaser of any lot for examination of plans or giving approval as provided. The Building Committee may allow reasonable variances or adjustments of the restrictions hereby established where literal application results in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development. Neither the Building Committee nor any agent thereof, nor the Development Company, shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

9. No trailer, motor home, boat, camper, motorcycle, truck, trailer or distressed auto or other vehicle not related to residential use shall be stored, temporarily or permanently, on any lot in this Addition outside of an enclosed garage, nor shall any tent, shack, barn or other outbuilding or temporary structure be used for temporary or permanent residence purposes or any other purpose on any lot in this Addition; provided, however, that this restriction shall not be applicable to temporary structures, trucks, equipment, storage yards and buildings, or trailers used by the Development Company in connection with construction of improvements on the real estate or offices used by the Developer in connection with the construction and sale of dwelling units, and the same shall be permitted until the later of (A) the date the initial construction of all dwelling units is completed, or (B) December 31, 1990, but in any event not later than June 30, 1992, nor shall such restriction against dwelling unit additions preclude accessory residential structures such as attached gazebos, greenhouses, hot tub enclosures, glass or screened patios, and the same shall be permitted; provided further, however, such accessory residential structures must be located in rear yard and may not be constructed unless the construction or improvement is approved by the Building Committee as per the Subdivision Covenants. None of the foregoing restrictions shall be interpreted or construed to preclude any buildings, structures or improvements at any time used by the Developer.

(B) "Drainage Easements", or "DE", are created to provide courses and a system for natural area and local storm drainage overlaid or in appropriate underground installations, to serve this and adjoining ground and the public drainage system; the lots are and shall be required to keep the natural drainage free of obstruction, including both structures and plant material, so that water will be unimpeded;

(C) "Utility Easements", or "UE", are created for the use of public utility companies, not including transportation companies, for installation and maintenance of underground mains, ducts, drain pipes, wires and other utility installations for the purpose of utility services. Such Utility Easements may also be used for Sewer Easements may be used hereunder.

(D) "Landscape Easements", or "LE", are created and reserved for the use and benefit of the Prestwick Community Services Assoc. Inc. for installation, maintenance, repair and replacement of entry wall material, pathways and landscaping; in addition to the "Landscape Easements" specifically marked on the within plat, Prestwick Community Services Assoc., Inc., may use any part of the Common Areas for purposes, and all of the same shall constitute "Landscape Easements" their entirety; and

Additional utility easements may be granted to utility companies in the future by the Development Company or other owners of the portion of the Addition to be affected thereby; provided, however, all utility easements within this Addition shall be located underground, except that other equipment customarily installed above ground by utility companies shall be permitted. In addition, the Development Company shall have the authority to grant to such public and private utility companies, as they may approve, such easements as may be necessary or desirable to provide the lots and dwelling units in this Addition with facilities and services, including, but not limited to, cable television, telephone, and other utility services; provided, however, that any such new utility easements located within or be co-extensive with any one or more of the lots shown on this plat, including the Landscape Easements and/or (C) All of the foregoing easements, including utility easements not hereafter granted, shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to and from the lots and dwelling units in this Addition for their intended purpose and enjoyment thereof for their intended purpose and shall be subject to all of the foregoing rights and easements, to the public utility companies, governmental agencies, Development Company, the Prestwick Community Services Assoc. Inc., therein, and to the jurisdiction of the proper governmental authorization. No other structure, except entrance, driveways, walkways, landscaping, street signage otherwise permitted hereby, shall be erected on or on any of the foregoing easements; any other improvements erected thereon shall be at the risk of the party erecting and shall be maintained thereon and subject to the rights and easements hereby created or referred to.

11. No residence, dwelling house or any other structure shall be used for the purpose of carrying on a business, trade, profession or calling.

12. Building Setback Lines are established as shown on this plat as "B/S". In addition, the minimum distance between portions of buildings containing "indoor living area" (as herein defined) shall be (5) feet on side yards, fifteen (15) feet on rear yards and (25) feet on front yards as measured at building foundations. Eaves, cornices, bay windows and similar items which overhang (none of which shall exceed four (4) feet and none of which shall be located closer than five (5) feet to any part of any adjacent structure), and except as permitted under paragraph 13 of these Covenants, no part of any building structure shall be built within setback lines and yard areas described in this paragraph 12. The foregoing restrictions shall not prevent, preclude or limit the installation of patios, decks, walks, driveways or any other permitted improvements which do not contain indoor living area and which do not extend six (6) feet above finished grade.

13. Notwithstanding the restrictions contained in paragraph 12, improvements which do not constitute a part of the "indoor living area" may be located in the rear setback areas and yard areas of buildings, subject to the following limitation:

A. The absolute minimum setback and yard between any portion of (2) adjacent buildings containing dwelling units (whether the buildings contain either "indoor living area" or improvements which do not contain or constitute "indoor living area") shall be ten (10) feet on side yards and thirty feet on rear yards as measured at the closest points of such buildings, and the absolute minimum setback between any portion of two (2) such adjacent buildings shall be six (6) feet measured at the closest points of such buildings (such as overhangs, cornices or gutters.)

B. Improvements which, as originally constructed, do not constitute "indoor living area" shall not be enclosed so as to constitute "indoor living area", unless the same would comply with the minimum setback and yard requirements of paragraph 12 hereof.

C. In any case in which improvements which do not constitute "indoor living area" are constructed as part of or as an appurtenance to a unit in compliance with this paragraph 13, but which do not comply with the requirements of paragraph 12 hereof, the walls of the adjacent building facing such improvements which do not constitute "indoor living area" shall contain no openings such as windows or doors. As used herein the term "indoor living area" is defined to mean portions of a dwelling unit which are temperature controlled by mechanical heating or cooling equipment, or both. Portions of a unit or appurtenances thereto which are not temperature controlled shall not be deemed or considered to be a part of the "indoor living area" of such dwelling unit. Without limitation on the generality of the definition, the following are examples of areas or improvements which do not constitute "indoor living areas": porches (whether screened or glass walled structures, decks, garages (whether or not temperature controlled).

14. The owners of lots 1 and 52 through 55 shall not have access off of County Road 525 East. The owners of lots 41 and 55 shall have driveway entrance/exit onto Royal Troon Court only.

15. No fence, wall, hedge or scrub planting which obstructs a view or elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any lot corner within the triangle formed by the street property lines and a line connecting point from the intersection of said street lines, or in the case of a property corner, from the intersection of the street lines extending to the same street line intersection shall apply to any lot within 10 feet

lots and dwelling units in this subdivision, the undersigned owner(s) hereby adopts and establishes the following protective covenants, each and all inuring to the benefit of each and every owner of any lot or lots and dwelling unit or units in said subdivision, their heirs and/or assigns, binding all the same, each grantor and their heirs and/or assigns:

1. All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public. No parking of any motorized vehicles will be permitted on any streets within the development.

2. All lots in this subdivision shall be known, described and shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage for single family residential purposes. No mini barns, gazebos, storage buildings or playhouses will be permitted. Lots cannot be re-subdivided into two or more building lots without the express, written consent of the Building Committee.

3. No modification of any single-family dwelling including garage, as originally constructed, including but not limited to, any out building, swimming pool, tennis court or any other recreational facility shall be erected or altered in any manner without the prior written approval of the Building Control Committee to be established in accordance with paragraph 6 of these Subdivision Covenants. Such approval shall be obtained prior to commencement of construction or alteration and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finish grade elevations. Approvals will be considered upon the submission of two (2) complete sets of satisfactory plans, including a plot plan, building plans showing floor planning and areas with exterior elevations, specifications, landscape plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:

4. The maximum number of dwelling units, either attached or detached, to be built on the real estate shall be twenty-one (21). The construction of the maximum of twenty-one (21) dwelling units may adhere to any of the following schemes:

- A. Twenty-one (21) detached single family dwelling units;
- B. Attached single family dwelling units with buildings consisting of either two, three or four dwelling units; or
- C. Any combination of the above;

5. Each dwelling unit, whether attached or detached, shall have an attached two-car or larger garage and shall be provided with an off-street driveway of sufficient size to accommodate the parking of one additional vehicle.

6. The minimum size of any dwelling unit located upon said real estate, whether attached or detached, shall be 1200 square feet of "indoor living area" (as defined herein), exclusive of basement (whether finished or otherwise), porch and garage, in accordance with paragraph 13 of these Subdivision Covenants.

7. Buildings containing dwelling units need not be constructed on single lots shown on the within plat but may cross lot lines.

8. The Building Committee shall consist of three members, appointed by GTT Development Co., Inc., hereinafter referred to as the Development Company, its successors or assigns. The members of said committee shall be subject to removal at any time with or without written cause. Any vacancies which occur from time to time shall be filled by the Development Company, its successors or assigns. A majority of the said members shall constitute a quorum for an approval or disapproval of any plans submitted and the decision of the majority shall control without exception and their decision shall be final. The Committee shall determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures in the subdivision and in the Planned Unit Development known generally as Prestwick, and whether the building and property set-back lines comply with plat requirements. No charge shall be made to any purchaser of any lot for examination of plans or giving approval as provided. The Building Committee may allow reasonable variances or adjustments of the restrictions hereby established where literal application results in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development. Neither the Building Committee nor any agent thereof, nor the Development Company, shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

9. No trailer, motor home, boat, camper, motorcycle, truck, trailer or distressed auto or other vehicle not related to residential use shall be stored, temporarily or permanently, on any lot in this Addition outside of an enclosed garage, nor shall any tent, shack, barn or other outbuilding or temporary structure be used for temporary or permanent residence purposes or any other purpose on any lot in this Addition; provided, however, that this restriction shall not be applicable to temporary structures, trucks, equipment, storage yards and buildings, or trailers used by the Development Company in connection with construction of improvements on the real estate or offices used by the Developer in connection with the construction and sale of dwelling units, and the same shall be permitted until the later of (A) the date the initial construction of all dwelling units is completed, or (B) December 31, 1990, but in any event not later than June 30, 1992, nor shall such restriction against dwelling unit additions preclude accessory residential structures such as attached gazebos, greenhouses, hot tub enclosures, glass or screened patios, and the same shall be permitted; provided further, however, such accessory residential structures must be located in rear yard and may not be constructed unless the construction or improvement is approved by the Building Committee as per the Subdivision Covenants. None of the foregoing restrictions shall be interpreted or construed to preclude any buildings, structures or improvements at any time owned by the Development Company which are otherwise permitted hereunder.

10. There are strips of ground as shown on the within plat marked "Sewer Easements" or "SE", strips of ground marked "Drainage Easements" or "DE", strips of ground marked "Utility Easements" or "UE", strips of ground marked "Landscape Easements" or "LE", either separately or in any combination of the four. Such easements are reserved for the use of the public utility companies, governmental agencies, Development Company and the Prestwick Community Services Assoc. Inc., as follows:

(A) "Sewer Easements", or "SE", are created for the use of the public utility companies or governmental agencies having responsibility for the maintenance, repair and upkeep of the sanitary sewer mains, and other facilities, and storm water sewers and other facilities, serving this Addition, for the installation, maintenance, repair and replacement of such facilities; in addition, so long as any such sewer facilities are private and are owned by the Development Company and/or private, semi private or public utility company shall have the right to the use and benefit of such "Sewer Easements" for such purposes;

use and benefit of the Prestwick Community Services Assoc. installation, maintenance, repair and replacement of entry material, pathways and landscaping; in addition to the "Landscape Easements" specifically marked on the within plat, Prestwick Services Assoc. Inc., may use any part of the Common Areas purposes, and all of the same shall constitute "Landscape Easements"; and

Additional utility easements may be granted to utility companies in the future by the Development Company or other owners of the property. Addition to be affected thereby; provided, however, all improvements within this Addition shall be located underground, except for electrical and other equipment customarily installed above ground by utility companies shall be permitted. In addition, the Development Company shall be granted, authority to grant to such public and private utility companies as they may approve, such easements as may be necessary or desirable to provide the lots and dwelling units in this Addition with utility services, including, but not limited to, cable television, telephone, and other services; provided, however, that any such easements shall be located within or be co-extensive with any one or more of the easements shown on this plat, including the Landscape Easements and/or Utility Easements. All of the foregoing easements, including utility easements hereafter granted, shall be deemed to include the necessary ingress and egress in, along, across and through the same to the use and enjoyment thereof for their intended purposes and the owners of all lots in this Addition shall take and hold title

subject to all of the foregoing rights and easements, to the public utility companies, governmental agencies, Development Company and the Prestwick Community Services Assoc. Inc., therein, and jurisdiction of the proper governmental authorization. No other structure, except entrance, driveways, walkways, and street signage otherwise permitted hereby, shall be erected on any of the foregoing easements; any other improvements or structures maintained thereon shall be at the risk of the party erecting and subject to the rights and easements hereby created or referred to.

11. No residence, dwelling house or any other structure shall be used for the purpose of carrying on a business, trade, profession or calling.

12. Building Setback Lines are established as shown on this plat. In addition, the minimum distance between portable buildings containing "indoor living area" (as herein defined) shall be five (5) feet on side yards, fifteen (15) feet on rear yards and fifteen (15) feet on front yards as measured at building foundation eaves, cornices, bay windows and similar items which overhang the lot (none of which shall exceed four (4) feet and none of which shall be located closer than five (5) feet to any part of any adjacent structure), and except as permitted under paragraph 13 of these Covenants, no part of any building structure shall be built within the setback lines and yard areas described in this paragraph 12. The foregoing restrictions shall not prevent, preclude or limit the installation of patios, decks, walks, driveways or any other improvements which do not contain indoor living area and which do not exceed six (6) feet above finished grade.

13. Notwithstanding the restrictions contained in paragraph 12, improvements which do not constitute a part of the "indoor living area" may be located in the rear setback areas and buildings, subject to the following limitation:

A. The absolute minimum setback and yard between any two (2) adjacent buildings containing dwelling units (whether they contain "indoor living area" or not) shall be five (5) feet on side yards and thirty feet on rear yards as measured at the closest points of such buildings, and the absolute minimum setback between any portion of two (2) such adjacent buildings shall be five (5) feet measured at the closest points of such buildings (such as overhangs, cornices or gutters.)

B. Improvements which, as originally constructed, do not constitute "indoor living area" shall not be enclosed so as to constitute "indoor living area", unless the same would comply with the minimum setback and yard requirements of paragraph 12 hereof.

C. In any case in which improvements which do not constitute "indoor living area" are constructed as part of or as an appurtenance to a building in compliance with this paragraph 13, but which do not comply with the requirements of paragraph 12 hereof, the walls of the adjacent building facing such improvements which do not constitute "indoor living area" shall contain no openings such as windows or doors.

As used herein the term "indoor living area" is defined to mean that portion of a dwelling unit which is temperature controlled by mechanical heating or cooling equipment, or both. Portions of a dwelling unit or appurtenances thereto which are not temperature controlled shall not be deemed or considered to be a part of the "indoor living area" of such dwelling unit. Without limitation on the generality of this definition, the following are examples of areas or improvements which do not constitute "indoor living area": porches (whether screened or glass walled structures, decks, garages (whether temperature controlled).

14. The owners of lots 1 and 52 through 55 shall not have access to County Road 525 East. The owners of lots 41 and 55 shall have driveway entrance/exit onto Royal Troon Court only.

15. No fence, wall, hedge or scrub planting which obstructs the view between two (2) and six (6) feet above the street level shall be placed or permitted to remain on any lot corner within the street right-of-way formed by the street property lines and a line connecting the lot corners from the intersection of said street lines, or in the case of a property corner, from the intersection of the street lines. The same sight line limitations shall apply to any lot within the street right-of-way at the intersection of a street line with the edge of a driveway or a tree shall be permitted to remain within such distances of the street line unless the foliage line is maintained at sufficient height to avoid obstruction of such sight lines.

16. The maximum height to the top of the roof of any building shall not exceed thirty-five (35) feet, measured from finished grade to the top of such building.

17. No noxious or offensive activities shall be carried on or exist on any lot, nor shall anything be done thereon which causes an annoyance or nuisance to the owners of other lots. Any building permitted to be constructed on any lot which may be destroyed by fire, windstorm or for any other reason shall be restored to its previous condition within a reasonable time after the destruction. All debris shall be removed within a reasonable time after

COVENANTS

SECTION 1 - PHASE 1

owner of the real estate shown and described, conveyed by quit claim Plat Book 236, pages 525 to 531, of Hendricks County, Indiana on be laid off, platted and subdivided said real estate in accordance

platted as ROYAL TROON VILLAGE Prestwick, a Planned Unit Development

all present and future owners of lot, the undersigned owner(s) signing protective covenants, each and every owner of any lot or lots and their heirs and/or assigns, their heirs and/or assigns;

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(B) "Drainage Easements", or "DE", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of lots are and shall be required to keep the natural drainage free of obstruction, including both structures and plant material, so that the flow of water will be unimpeded;

(C) "Utility Easements", or "UE", are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of underground mains, ducts, drains, lines, pipes, wires and other utility installations for the purpose of finishing utility services. Such Utility Easements may also be used for all purposes for which Sewer Easements may be used hereunder.

(D) "Landscape Easements", or "LE", are created and reserved for the use and benefit of the Prestwick Community Services Assoc. Inc. for the installation, maintenance, repair and replacement of entry walls, screening material, pathways and landscaping; in addition to the "Landscape Easements" specifically marked on the within plat, Prestwick Community Services Assoc. Inc., may use any part of the Common Areas for such purposes, and all of the same shall constitute "Landscape Easements" in their entirety; and

Additional utility easements may be granted to utility companies in the future by the Development Company or other owners of the portions of the Addition to be affected thereby; provided, however, all internal utilities within this Addition shall be located underground, except that transformers and other equipment customarily installed above ground by utility companies shall be permitted. In addition, the Development Company shall have, and are hereby granted, authority to grant to such public and private companies as they may approve, such easements as may be necessary or desirable to provide the lots and dwelling units in this Addition with facilities for utility services, including, but not limited to, cable television facilities and service; provided, however, that any such new easements must be located within or be co-extensive with any one or more of the easements shown on this plat, including the Landscape Easements and/or Common Areas. All of the foregoing easements, including utility easements now existing or hereafter granted, shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this Addition shall take and hold title to their lots

subject to all of the foregoing rights and easements, to the rights of the public utility companies, governmental agencies, Development Company and the Prestwick Community Services Assoc. Inc., therein, and to the jurisdiction of the proper governmental authorization. No permanent or other structure, except entrance, driveways, walkways, landscaping and street signage otherwise permitted hereby, shall be erected or maintained on any of the foregoing easements; any other improvements erected and maintained thereon shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created or referred to.

11. No residence, dwelling house or any other structure shall be used for the purpose of carrying on a business, trade, profession or any other calling.

12. Building Setback Lines are established as shown on this plat (labelled as "B/S"). In addition, the minimum distance between portions of adjacent buildings containing "indoor living area" (as herein defined) shall be five (5) feet on side yards, fifteen (15) feet on rear yards and twenty-five (25) feet on front yards as measured at building foundations. Except for eaves, cornices, bay windows and similar items which overhang foundations (none of which shall exceed four (4) feet and none of which shall be located closer than five (5) feet to any part of any adjacent building structure), and except as permitted under paragraph 13 of these Subdivision Covenants, no part of any building structure shall be built within the setback lines and yard areas described in this paragraph 12. However, the foregoing restrictions shall not prevent, preclude or limit the right to install patios, decks, walks, driveways or any other permitted improvements which do not contain indoor living area and which do not extend more than six (6) feet above finished grade.

13. Notwithstanding the restrictions contained in paragraph 12 hereof, improvements which do not constitute a part of the "indoor living area" of dwelling units may be located in the rear setback areas and yards between buildings, subject to the following limitation:

A. The absolute minimum setback and yard between any portions of two (2) adjacent buildings containing dwelling units (whether the closest part of such buildings contain either "indoor living area" or improvements which do not contain or constitute "indoor living area") shall be ten (10) feet on side yards and thirty feet on rear yards as measured at the foundations of such adjacent buildings, and the absolute minimum setback and distance between any portion of two (2) such adjacent buildings shall be five (5) feet measured at the closest points of such buildings (such as eaves, overhangs, cornices or gutters.)

B. Improvements which, as originally constructed, do not contain or constitute "indoor living area" shall not be enclosed so as to contain or constitute "indoor living area", unless the same would comply with the minimum setback and yard requirements of paragraph 12 hereof.

C. In any case in which improvements which do not contain "indoor living area" are constructed as part of or as an appurtenance to a dwelling unit in compliance with this paragraph 13, but which do not comply with the requirements of paragraph 12 hereof, the walls of the adjacent building facing such improvements which do not constitute "indoor living area" shall contain no openings such as windows or doors. As used herein the term "indoor living area" is defined to mean the portions of a dwelling unit which are temperature controlled by means of mechanical heating or cooling equipment, or both. Portions of a dwelling unit or appurtenances thereto which are not temperature controlled shall not be deemed or considered to be a part of the "indoor living area" of such dwelling unit. Without limitation on the generality of the foregoing definition, the following are examples of areas or improvements which do not constitute "indoor living areas": porches (whether screened or open), solariums, glass walled structures, decks, garages (whether or not temperature controlled).

14. The owners of lots 1 and 52 through 55 shall not have access directly off of County Road 525 East. The owners of lots 41 and 55 shall have a driveway entrance/exit onto Royal Troon Court only.

15. No fence, wall, hedge or scrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any lot corner within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement. No

18. The ow and enjoyme Community S supplements #6410, in B County, Ind covenants a Services As Community F

The amount maintenance storm drain year of auc proprietor Development street light landscaping operation t the subdivi such facili operation s the Prestwi Each lot ow Services As utility con facilities.

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By: *Jerry Gowen*

STATE OF IND COUNTY OF HE

Appeared bef County and S Jerry Gowen.

...including garage, as  
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r any other recreational facility shall be  
ner without the prior written approval of the  
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or alteration and shall take into account  
f materials, exterior facade, design, layout,  
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building plans showing floor planning and  
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lling units, either attached or detached, to  
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ing units need not be constructed on single  
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l consist of three members, appointed by  
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ith or without written cause. Any  
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Building Committee nor any agent thereof,  
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not related to residential use shall be  
y, on any lot in this Addition outside of  
tent, shack, barn or other outbuilding or  
emporary or permanent residence purposes  
n this Addition; provided, however, that  
licable to temporary structures, trucks,  
lings, or trailers used by the Development  
ction of improvements on the real estate  
in connection with the construction and  
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ion of all dwelling units is completed,  
ny event not later than June 30, 1992,  
dwelling unit additions preclude  
uch as attached gazebos, greenhouses, hot  
patios, and the same shall be permitted;  
cessory residential structures must be  
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lding Committee as per the Subdivision  
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ich are otherwise permitted hereunder.

shown on the within plat marked "Sewer  
d marked "Drainage Easements" or "DE",  
ements" or "UE", strips of ground  
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ments are reserved for the use of the  
tal agencies, Development Company and  
oc. Inc., as follows:

. are created for the use of the public  
encies having responsibility for the  
e sanitary sewer mains, and other  
nd other facilities, serving this  
tenance, repair and replacement of such  
any such sewer facilities are private  
pany and/or private, semi private or  
e right to the use and benefit of such

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shown on this plat, including the Landscape Easements and/or Common Areas.  
All of the foregoing easements, including utility easements now existing or  
hereafter granted, shall be deemed to include the necessary rights of  
ingress and egress in, along, across and through the same to permit the  
beneficial use and enjoyment thereof for their intended purposes. The  
owners of all lots in this Addition shall take and hold title to their lots  
subject to all of the foregoing rights and easements, to the rights of the  
public utility companies, governmental agencies, Development Company and  
the Prestwick Community Services Assoc. Inc., therein, and to the  
jurisdiction of the proper governmental authorization. No permanent or  
other structure, except entrance, driveways, walkways, landscaping and  
street signage otherwise permitted hereby, shall be erected or maintained  
on any of the foregoing easements; any other improvements erected and  
maintained thereon shall be at the risk of the party erecting and  
maintaining the same and subject to the rights and easements herein and  
hereby created or referred to.

11. No residence, dwelling house or any other structure shall be used for  
the purpose of carrying on a business, trade, profession or any other  
calling.

12. Building Setback Lines are established as shown on this plat (labelled  
as "B/S"). In addition, the minimum distance between portions of adjacent  
buildings containing "indoor living area" (as herein defined) shall be five  
(5) feet on side yards, fifteen (15) feet on rear yards and twenty-five  
(25) feet on front yards as measured at building foundations. Except for  
eaves, cornices, bay windows and similar items which overhang foundations  
(none of which shall exceed four (4) feet and none of which shall be  
located closer than five (5) feet to any part of any adjacent building  
structure), and except as permitted under paragraph 13 of these Subdivision  
Covenants, no part of any building structure shall be built within the  
setback lines and yard areas described in this paragraph 12. However, the  
foregoing restrictions shall not prevent, preclude or limit the right to  
install patios, decks, walks, driveways or any other permitted improvements  
which do not contain indoor living area and which do not extend more than  
six (6) feet above finished grade.

13. Notwithstanding the restrictions contained in paragraph 12 hereof,  
improvements which do not constitute a part of the "indoor living area" of  
dwelling units may be located in the rear setback areas and yards between  
buildings, subject to the following limitation:

A. The absolute minimum setback and yard between any portions of two  
(2) adjacent buildings containing dwelling units (whether the closest part  
of such buildings contain either "indoor living area" or improvements which  
do not contain or constitute "indoor living area") shall be ten (10) feet  
on side yards and thirty feet on rear yards as measured at the foundations  
of such adjacent buildings, and the absolute minimum setback and distance  
between any portion of two (2) such adjacent buildings shall be five (5)  
feet measured at the closest points of such buildings (such as eaves,  
overhangs, cornices or gutters.)

B. Improvements which, as originally constructed, do not contain or  
constitute "indoor living area" shall not be enclosed so as to contain or  
constitute "indoor living area", unless the same would comply with the  
minimum setback and yard requirements of paragraph 12 hereof.

C. In any case in which improvements which do not contain "indoor  
living area" are constructed as part of or as an appurtenance to a dwelling  
unit in compliance with this paragraph 13, but which do not comply with the  
requirements of paragraph 12 hereof, the walls of the adjacent building  
facing such improvements which do not constitute "indoor living area" shall  
contain no openings such as windows or doors.  
As used herein the term "indoor living area" is defined to mean the  
portions of a dwelling unit which are temperature controlled by means of  
mechanical heating or cooling equipment, or both. Portions of a dwelling  
unit or appurtenances thereto which are not temperature controlled shall  
not be deemed or considered to be a part of the "indoor living area" of  
such dwelling unit. Without limitation on the generality of the foregoing  
definition, the following are examples of areas or improvements which do  
not constitute "indoor living areas": porches (whether screened or open),  
solariums, glass walled structures, decks, garages (whether or not  
temperature controlled).

14. The owners of lots 1 and 52 through 55 shall not have access directly  
off of County Road 325 East. The owners of lots 41 and 55 shall have a  
driveway entrance/exit onto Royal Troon Court only.

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

16. The maximum height to the top of the roof of any building shall not  
exceed thirty-five (35) feet, measured from finished grade at the base of  
such building.

17. No noxious or offensive activities shall be carried on or permitted to  
exist on any lot, nor shall anything be done thereon which may be or become  
an annoyance or nuisance to the owners of other lots. Any structure or  
building permitted to be constructed on any lot which may be in whole or in  
part destroyed by fire, windstorm or for any other reason shall be rebuilt  
and restored to its previous condition within a reasonable length of time.  
All debris shall be removed within a reasonable time after the occurrence.

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operation of such facilities shall be shared equally by each lot owner in the subdivision. Contracts for the cost of operation and maintenance of such facilities including contracts with the public utilities covering operation and maintenance of street lighting will be entered into by the Prestwick Community Services Assoc., Inc. on behalf of the lot owners. Each lot owner covenants and agrees to pay to the Prestwick Community Services Assoc., Inc., his pro-rata share of the contract charges by the utility company including operation and maintenance of aforesaid facilities.

19. No poultry or farm animals shall be kept on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird properly confined to his particular lot.

20. No fencing of any type will be permitted within the Subdivision except for inground pools. Fencing for pools must be a minimum of six (6) foot in height, constructed of material uniform to principal residence exterior and providing a solid visual screen. No chain link fencing will be permitted except for tennis court enclosures and all other fencing of any type will require Building Control Committee approval.

21. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by the due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in the Addition and in other Sections of Royal Troon Village (whether heretofore or hereafter recorded), their heirs and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless, by a vote of at least two-thirds majority of the then owners of the lots in the Addition and in other Sections of Royal Troon Village, it is agreed to change (or terminate) these covenants in whole or in part; provided, however, that no change or termination of said covenants shall effect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Each amendment shall be evidenced by a written instrument signed and acknowledged by the then owner or owners of the lots concurring therein, setting forth the facts sufficient to indicate compliance with this instrument and recorded in the Office of the Recorder of Hendricks County, Indiana. Each amendment is subject to the approval of the Hendricks County Planning Commission.

22. The Hendricks Planning Commission of Hendricks County, Indiana, its successors and assigns, shall have no right, power or authority, to enforce and covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the said Hendricks County Planning Commission; provided further, that nothing herein shall be construed to prevent the said Planning Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Hendricks County Planning Commission.

23. The real estate described in this plat is also subject to certain Declarations recorded on February 3, 1974, as Instrument #6410, in Book 68, pages 55-74, in the Office of the Recorder of Hendricks County, Indiana. If there is any irreconcilable conflict between any of the covenants and restrictions in this plat and any of the covenants and restrictions contained in said Declaration, the conflicting covenant or restriction contained in said Declaration, as the same hereafter be amended in accordance with the terms or as otherwise permitted by law, shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible, provided, however, that in any case in which any provisions contained in said zoning commitments or approved plan in these plat restrictions, the amendment, modification or termination of such provision in said zoning commitments or approved plan in any manner permitted thereby or by law shall automatically constitute and be deemed to be a concurrent amendment, modification or termination (as the case may be) of such similar provision in these Subdivision Covenants, without the approval or consent of any other person or party whatsoever. All Common Areas within the Addition shall be subject to the terms and provisions governing the use, development and maintenance thereof. The "Common Areas" described or referred to in this plat shall be deemed to constitute "Common Area" as defined and referred to in the Declaration.

IN WITNESS WHEREOF, Prestwick Sales, Inc. by its duly authorized officers, have executed this instrument this 29<sup>th</sup> day of April, 1987.

Prestwick Sales, Inc.

By: Terry M. Hamilton  
 Terry M. Hamilton, President

Attest: Jerry Gowan  
 Jerry Gowan, Treasurer

STATE OF INDIANA )  
 ) SS  
 COUNTY OF HENDRICKS)

Appeared before me, the undersigned, a Notary Public, in and for said County and State, Prestwick Sales, Inc., by Terry M. Hamilton and Jerry Gowan, acknowledges the execution of the above and foregoing certificate, as their voluntary act and deed for the uses and purposes therein expressed.

My commission Expires: 4-29-89 Notary Public: Jerry Spickard

**CERTIFICATION:**  
 Under authority provided by sections IC 36-7-4-700 et seq. and all amendments thereto the undersigned hereby certifies that public notice of the hearing by the Hendricks County Plan Commission of the aforesaid owner's application for approval of this plat was duly given as required by section IC 36-7-4-706 and all amendments thereto and that said plat has been duly approved by said commission with a majority of the members of said commission concurring in such approval dated JAN 12 1987.

Attest: Rose McClain Attest: Paul L. Wilson  
 Rose McClain, Chairman Paul L. Wilson, Secretary

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED  
 DATE: 5-8-87  
 Hendricks County Recorder  
 HENDRICKS COUNTY ENGINEER



pg 36

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18. The owner of each lot in the Development shall be entitled to the use and enjoyment of the Common Areas and Community Facilities of Prestwick Community Services Associations, Inc., as defined in certain Declaration as supplemented from time to time, recorded on February 5, 1974, as Instrument #6410, in Book 68, pages 55-74, in the Office of the Recorder of Hendricks County, Indiana and as a precedent to ownership of a lot, each owner hereby covenants and agrees to pay annual charges to the Prestwick Community Services Assoc. Inc. for the use and enjoyment of Common Areas and Community Facilities.

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The amount of the annual charge shall be based on the cost of operation and maintenance of such facilities, exclusive of roadways, street lighting, storm drainage facilities, street signage and sidewalks thereof for the year of such usage and based on the number of lots in the subdivision in proportion to the total of all living units in the Planned Unit Development known as Prestwick, plus all lots in the subdivision. The street lighting, storm drainage and sidewalks, street signs, entryway, landscaping, et al., within the subdivision, the cost of maintenance and operation of such facilities shall be shared equally by each lot owner in the subdivision. Contracts for the cost of operation and maintenance of such facilities including contracts with the public utilities covering operation and maintenance of street lighting will be entered into by the Prestwick Community Services Assoc., Inc. on behalf of the lot owners. Each lot owner covenants and agrees to pay to the Prestwick Community Services Assoc., Inc., his pro-rata share of the contract charges by the utility company including operation and maintenance of aforesaid facilities.

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21. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by the due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in the Addition and in other Sections of Royal Troon Village (whether heretofore or hereafter recorded), their heirs and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless, by a vote of at least two-thirds majority of the then owners of the lots in the Addition and in other Sections of Royal Troon Village, it is agreed to change (or terminate) these covenants in whole or in part; provided, however, that no change or termination of said covenants shall effect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Each amendment shall be evidenced by a written instrument signed and acknowledged by the then owner or owners of the lots concurring therein, setting forth the facts sufficient to indicate compliance with this instrument and recorded in the Office of the Recorder of Hendricks County, Indiana. Each amendment is subject to the approval of the Hendricks County Planning Commission.

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22. The Hendricks Planning Commission of Hendricks County, Indiana, its successors and assigns, shall have no right, power or authority, to enforce and covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the said Hendricks County Planning Commission; provided further, that nothing herein shall be construed to prevent the said Planning Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Hendricks County Planning Commission.

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23. The real estate described in this plat is also subject to certain Declarations recorded on February 5, 1974, as Instrument #6410, in Book 68, pages 55-74, in the Office of the Recorder of Hendricks County, Indiana. If there is any irreconcilable conflict between any of the covenants and restrictions in this plat and any of the covenants and restrictions contained in said Declaration, the conflicting covenant or restriction contained in said Declaration, as the same hereafter be amended in accordance with the terms or as otherwise permitted by law, shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible, provided, however, that in any case in which any provisions contained in said zoning commitments or approved plan in these plat restrictions, the amendment, modification or termination of such provision in said zoning commitments or approved plan in any manner permitted thereby or by law shall automatically constitute and be deemed to be a concurrent amendment, modification or termination (as the case may be) of such similar provision in these Subdivision Covenants, without the approval or consent of any other person or party whatsoever. All Common Areas within the Addition shall be subject to the terms and provisions governing the use, development and maintenance thereof. The "Common Areas" described or referred to in this plat shall be deemed to constitute "Common Area" as defined and referred to in the Declaration.

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IN WITNESS WHEREOF, Prestwick Sales, Inc. by its duly authorized officers, have executed this instrument this 24<sup>th</sup> day of April, 1987.

Prestwick Sales, Inc.

By: Terry M. Hamilton  
Terry M. Hamilton, President

Attest: Jerry Gowen  
Jerry Gowen, Treasurer

STATE OF INDIANA )  
                          ) SS  
COUNTY OF HENDRICKS)

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING  
DATE: 5-8-87  
HENDRICKS COUNTY RECORDER  
L. J. ...  
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BOOK 114 PAGE 705

## AMENDED RESTRICTIVE COVENANTS

ROYAL TROON VILLAGE SECTION I PHASE I

These Amendments to Restrictive Covenants, made this 6<sup>th</sup> day of June, 1988, by Prestwick Sales, Inc., hereinafter referred to as the declarant;

WITNESSETH:

WHEREAS, declarant is the owner of certain property located in Hendricks County, Indiana, described as follows:

Part of the East half of the Southwest quarter of Section 9, Township 15 North, Range 1 East of the Second Principal Meridian, in Washington Township, Hendricks County, Indiana

And, WHEREAS, the foregoing real property has been platted and subdivided, and is now know as Royal Troon Village, Section I Phase I, an addition to Prestwick, a planned unit development in Hendricks County, Indiana, as per plat thereof recorded 5-11-87 in plat Book 12, page 35-36 in the Office of the Recorder of Hendricks County, Indiana; and,

WHEREAS, declarant owns two-thirds (2/3) of the lots platted pursuant to paragraph twenty-one (21), whereby a vote of at least two-thirds (2/3) of the owners of the lots in the addition, may agree to change or terminate these covenants in whole or in part.

WHEREAS, the owners of record of two-thirds (2/3) of the lots platted and known as Royal Troon Village, Section I Phase I, wish to, and agree to, amend the Restrictive Covenants which were recorded on the 11th day of May, 1987, at Plat Book 12, page 35-36, in the Office of the Recorder of Hendricks County, Indiana.

NOW, THEREFORE, Declarant for and in consideration of the premises and the amendments contained herein does hereby impose upon the said real property, the following amendments to the Restrictive Covenants previously recorded:

1. Paragraph number four (4) is now declared null and void and shall be replaced by the following paragraph number four (4):

ENTERED FOR RECORD

BOOK

114 JUN 9 1988 PAGE 205-7

*Bonnie L. Morpaw*  
 CHICAGO TITLE & RECORDS



4. Maximum number of dwelling units, either attached or detached, to be built on the real estate shall be twenty one (21). The construction of the maximum of twenty one (21) dwelling units is limited to single family dwelling units only.

2. Paragraph number six (6) is now declared null and void and shall be replaced by the following paragraph number six (6):

6. The minimum size of any dwelling unit located upon said real estate, whether attached or detached, shall be fifteen hundred (1500) square feet of indoor living area for ranch style dwellings and one thousand seven hundred fifty (1750) square feet for two-story units, (as defined herein) exclusive of basement, (whether finished or otherwise), porch or garage, in accordance with paragraph thirteen (13) of these Subdivision Covenants.

3. Paragraph number two (2) is hereby declared null and void and shall be replaced by the following:

2. All lots of this subdivision shall be known, common described, and shall be used exclusive for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwellings, one private, attached garage for single family dwelling purposes. No mini barns, gazebos, storage buildings or play houses will be permitted. Lots cannot be resubdivided into two (2) or more building lots, without the express, written consent of the Building Committee. Yards must be graded

BOOK 114 PAGE 707

and seeded within thirty (30) days of completion of the dwelling.

In all other respects the Restrictive Covenants as originally recorded shall remain in full force and effect, except as amended above.

IN WITNESS WHEREOF, Prestwick Sales, Inc., by its duly authorized officers, have executed this instrument this 6<sup>th</sup> day of June, 1988.

PRESTWICK SALES, INC.

BY: Terry M. Hamilton  
Terry M. Hamilton, President

ATTESTED:  
Jerry Gowan  
Jerry Gowan, Treasurer

Subscribed and sworn to before me, a Notary Public, this 6<sup>th</sup> day of June, 1988.

My Commission Expires: 7-25-87

[Signature]  
Signature of Notary Public

County of Residence: DeKalb

Lee T. Camp  
Printed Name of Notary

CHICAGO TITLE

This instrument prepared by:  
Sharon E. Stegemoller, Attorney-at-Law  
P.O. Box 207, Danville, IN 46122  
(317) 745-4300