

901

SHEPHERDS' GLEN  
SECTION 1  
LOTS 1, 2, 3 & 4

ENTERED FOR RECORD

DECLARATION OF RESTRICTIVE COVENANTS

JAN 15 1993

BOOK 134  
J. Bradley  
FORM 8-1-32  
HENDRICKS COUNTY RECORDER

The undersigned, Margaret L. Hardia-Davies, as Developer of Shepherds' Glen Subdivision, in Guilford Township, Hendricks County, Plainfield, 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. HOMESITE USE AND DWELLING SIZE: No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family residence not to exceed three stories in height. Dwellings on all lots shall have at a minimum an attached two car garage. The ground floor area of the main structure of any one story dwelling, excluding garages and porches, shall be not less than 2,000 square feet. The ground floor area of the main structure of any two story dwelling, excluding garages and porches, shall be not less than 1,200 square feet, with no less than a total of 2,400 square feet of finished floor space in such two story structure. Basements either finished or unfinished, shall not be included in square footage calculations. The exterior walls of a single story residence must be constructed with at least sixty percent (60%) of the exterior walls covered with brick or stone veneer. Multiple story structures shall have 75% of the entire home covered with brick or stone veneer. No aluminum or vinyl siding (except for soffit areas) shall be permitted.
2. ARCHITECTURAL DESIGN: No building wall, fence or other structure shall be constructed, erected, placed or altered in this subdivision until the location plan, building plans and specifications have been first submitted to and approved by the Developer as to harmony with the exterior design, quality and aesthetic appearance of structures already existing and as to conformity with grading plans, elevations, or any other matter such as may affect the environment or ecology of the subdivision. The Developers approval or disapproval shall be in writing and will be addressed within 20 days of submission.

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3. **BUILDING LOCATION:** Front yard setbacks are shown on the plat, between which lines and the property lines there shall be no buildings or structures of any kind erected or maintained. Side yard set back lines on both lots shall be ten (10) feet unless Plainfield zoning regulations require a larger set back.
4. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked UTILITY easements are hereby reserved for the public utilities subject at all times to the proper authorities and to the easements herein granted and reserved. The DRAINAGE easements reserved as drainage swales may be used by the proper authorities and are not to be maintained by any owner such that adequate drainage is maintained along such swale. All utility easements are also subject to all restrictions of drainage easements. No structures, of any type, are to be erected or maintained upon any easement shown upon the plat and owners of lots shall take their titles subject to the rights of the above easements. No sump pump shall be discharged into the street after a house is completed. The discharge of a sump pump MUST be installed underground with vitrified tile or plastic pipe to the subsurface drains or approved drainage swales.
5. **BUSINESSSES:** NO mercantile building shall be erected, built, or placed on any portion of this subdivision nor any dwelling to be used for any business of any nature.
6. **NUISANCES:** No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the neighborhood.
7. **OCCUPANCY:** No dwelling shall be occupied or used for residential purposes or human habitation until it has been fully completed upon the outside and substantially completed on the inside. No other structure or mobile home shall be used at any time as a residence, either temporarily or permanently.
8. **OTHER STRUCTURES:** A utility building, barn or other structure will not be allowed on any lot, except a gazebo type structure and/or one in-ground pool accessory building/bath house. Said accessory building/bath house must be erected as a part of and in conjunction with a privacy fence surrounding an in-ground pool. No exterior antennas, solar panels, satellite discs, or signs other than one sign of no more than five (5) square feet used to advertise the property for sale, may be placed on the homesite.

9. **LANDSCAPING AND HOMESITE MAINTENANCE:** All homesites, whether improved or not shall be kept mowed by the owner during the months of April thru October. It is expressly PROHIBITED for any lot owner to transport any dirt, stones, rocks or other material to another lot at any time.
10. **VEHICLE REGULATIONS:** No vehicle of more than 3/4 ton hauling capacity or equivalent vehicle shall be parked on any homesite except while making a delivery or pickup. No trailer, boat or recreational vehicle or vehicle that is not in operational condition and bearing the current years license plate shall be permitted to remain on any homesite unless kept within a garage.
11. **ANIMALS:** No more than two household pets are permitted per residence. However, additional pets are permitted if kept within the residence AT ALL TIMES. NO animals, livestock or poultry shall be raised, bred or kept on any homesite for any commercial purpose or if they cause a disturbance or become a nuisance to the adjacent property owners.
12. **WATER SUPPLY AND SEWAGE AND TRASH DISPOSAL:** No individual water supply system shall be permitted on any homesite. No individual sewage disposal system shall be permitted on any homesite. 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 container out of view from the street except on days of trash collection. There shall be no use of outside incinerators or burners for the burning of leaves, branches or trash.
13. **STORAGE TANKS:** Oil, gas or any other storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.
14. **SWIMMING POOLS:** No swimming pool may be erected or placed on any homesite until the construction plans, including the plot plan have been approved by the Developer. No above ground pool (where the water level is either partially or completely above ground level) shall be permitted. Any inground pool shall be properly fenced so as to protect the safety of others.
15. **FENCES:** Require Developer approval before erection. No fence shall be placed on any lot or boundary that will obstruct reasonable light, air or view, or will

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otherwise hinder or damage the aesthetics of the subdivision. No fence shall be erected in the front yard of a dwelling excepting open wood fences of a decorative type not exceeding four (4) feet in height. Fencing material to be of wood or masonry.

16. HUNTING OR TRAPPING is prohibited.
17. SIDEWALKS: Each initial lot owner taking his title from the Developer, by acceptance of a deed for said lot, even if not expressly stated in said deed, is deemed to covenant and agree to build and maintain in good condition a concrete walk at the sides of any and all streets upon which his lot abuts. Said walks shall conform, with the standards and regulations of the Town of Plainfield.
18. ENFORCEMENT: If the owner of any lot in Shepherds' Glen 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(s) violating any such covenant and either prevent such violating owner from doing so or to recover any damages for such violations. It is solely the responsibility of the lot owners to monitor the compliance of these covenants and restrictions. The Developer has no obligation in this regard beyond approving the architectural plans.
19. TERM: These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which they shall automatically be extended for successive ten (10) year periods, 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.

IN WITNESS WHEREOF, the said party as owner and proprietor of the above described subdivision, Shepherds' Glen, have hereunto set her hand and seal this 4th day of Dec., 1992.

*Margaret L. Hardin-Davies*  
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