

14645

COVENANTS AND RESTRICTIONS

The undersigned, by Wilfong Brothers, the owner and developer, (hereinafter "Developer") of the real estate described on the plat and additional metes and bounds real estate herein, does hereby layoff, plat and subdivide the same in accordance with the foregoing plat of Sycamore Ridge Sections 1 (hereinafter "Subdivision").

Front building setback lines are hereby established as shown on this plat. No buildings or structures shall be erected or maintained between such setback lines and property lines abutting the streets. The strips of ground shown on this plat and marked "utility and drainage easements (U. & D.E.)" are reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and drainage facilities. No permanent or other structures are to be erected or maintained on said strips of land. Owners of lots in this subdivision shall take their titles subject to the rights of the public utilities in said easements, to the rights of the Grantee to any drainage easements, and to the rights of the owners of the other lots in this subdivision. No buildings or structures shall be erected or maintained in easements shown on this plat and marked "landscape easements (L.S.E.)" and signage easements.

This Subdivision shall be known and designated as Sycamore Ridge, Section One, and shall be subject to the following restrictions in addition to the streets, easements, setback lines and other appurtenances shown on or referenced in the plat, all of which shall operate as perpetual covenants:

1. All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.
2. Drainage swales (ditches) along dedicated streets and within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hendricks County Surveyor/Engineer. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged. Driveways may be constructed over said swales or ditches only when appropriately sized culverts or other approved structures permitted by the Hendricks County Surveyor/Engineer have been installed.
3. Any lot owner altering, changing or damaging the drainage swales or ditches will be held liable for such action and will be given 10 days' notice by registered or certified mail to repair said damage, after which time, if no action is taken, the Hendricks County Surveyor/Engineer will cause said repairs to be accomplished, and the property owner shall be responsible for the payment for such repairs, forthwith.
4. All water systems and sewage disposal systems in this subdivision must be installed and maintained in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.
5. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, placed or permitted to remain upon any lot in this subdivision, except one (1) single family dwelling house, and no utility sheds or mini storage barns shall be erected or placed on the lots.

ENTERED FOR RECORD

900K
179 *Jay Bradley*
HENDRICKS COUNTY RECORDER

AUG 30 1995

At 2:30
P.M. 243-47

BOOK 149 PAGE 243

6. No building or structure which requires a foundation shall be erected, placed or altered on any lot in this Subdivision unless and until the plot plan showing the location of such building and the plans and specifications for any such building, including finish specifications showing paint, stain and brick colors and descriptions of other exterior decorations have been approved as to conformity and harmony of external design and location with existing structures in the Subdivision and as to the topography and finished ground elevation of such lot by Developer or any person to whom the right of such approval has been assigned by Developer. PROVIDED, however, that such requirement shall be conclusively deemed satisfied for all purposes if no written objection is received by owner within thirty (30) days of the receipt of all such plans by Developer. It shall be the responsibility of the builder to determine if the lowest floor elevation is above any flood way, flood plain, or flood fringe area. Developer shall not be held liable for the flooding of any house, swimming pool or any other property damage due to flooding.

7. No exterior of any structure shall be painted or stained without having first presented to Developer or such other person to whom Developer has assigned such rights a chart showing the paint and/or stain colors and a diagram showing the manner in which such structure will be painted. Any such painting or staining work shall be completed within thirty (30) days of when work was commenced.

8. Every structure placed upon any lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction or placement. No 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 determination as to whether the house is substantially completed shall be made by the Developer and such decision shall be binding upon all parties. All structures constructed or placed on any lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot. All driveways shall be paved in either concrete or brick pavers, or as otherwise approved by Developer or any person to whom the right of such approval has been assigned by Developer.

9. A dusk-to-dawn light of the type approved by Developer shall be installed on each lot between the street and the front building setback line.

10. The owner of any lot in the Subdivision shall at all times maintain the lot and improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, each lot 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 the Subdivision.
- d. Cut down or remove dead trees.
- e. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event that the owner of any lot in the Subdivision shall fail to maintain his lot and any improvements situated thereon in accordance with these covenants and restrictions, the Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefor to Developer may be collected in any reasonable manner from the owner. Neither Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed by Developer or its agents in the Subdivision.

11. No noxious or offensive activities shall be carried on on any lot in the subdivision, nor shall anything be done on any of said lots that is or is likely to become an unreasonable annoyance or nuisance to any owner of another lot in the subdivision.

12. No signs or advertisements shall be displayed or placed on any lot or structure in the Subdivision without the prior written approval of Developer.

13. No animals shall be kept or maintained on any lot in the Subdivision, except the usual household pets, and in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

14. No owner of a lot in the subdivision shall burn or permit the burning out-of-doors of garbage or their refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except as may be permitted in Section 15 below.

15. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be placed and kept so as not to be visible from any street within the Subdivision at anytime, except at the times when refuse collections are being made.

16. No antennas, satellite dishes or other equipment used to receive radio or television transmissions shall be installed either outside of or upon any building on any of the lots without proper screening and without prior approval of Developer.

17. No owner of any lot in the Subdivision shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

18. No residence shall be erected or maintained on any lot in this subdivision having a ground area, exclusive of open porches and garages, of less than Two Thousand Three Hundred (2300) square feet in the case of one-story structures, and One Thousand Two Hundred Fifty (1,250) square feet in the case of higher structures.

19. No sump pump drains shall outlet onto the street or into the sanitary sewer system. No drainage structures shall be located within driveway limits.

20. Any person or persons acquiring title to any portion of the real estate in this subdivision shall take the same subject to all of the terms, provisions, covenants, restrictions and easements herein contained or shown on this plat and those contained in any Declaration of Covenants and Restrictions placed of record in Hendricks County, Indiana, by Developer prior to the acquisition of title by such person and subject to any amendments

or any supplements to any such Declaration of Covenants and Restrictions theretofore or thereafter made pursuant to the terms of such Declaration of Covenants and Restrictions.

21. If the parties hereto, or any of them, their successors or assigns, shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions herein, it shall be lawful for any person owning real estate in this Subdivision to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any such covenants and to recover damages or seek other remedies for such violation.

22. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect until January 2, 2005, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of said Lots in this Subdivision it is agreed to change said covenants in whole or in part.

23. The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgment of Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

24. All mailboxes shall be uniform in color, style and size as approved by the Developer.

25. Gazebos and in-ground swimming pools will be permitted upon approval of Developer or such other person to whom Developer has assigned such rights. The plans and specifications as submitted must show the proposed location, fencing and screening of the in-ground swimming pool.

26. Every house must be wrapped in masonry as defined by Developer on the first level. The amount of masonry shall be subject to the approval of the Developer.

27. All fences shall be approved by Developer or any such person or persons to whom Developer has assigned the right. Galvanized and vinyl-coated chain link fencing is prohibited.

28. All homes must be graded, seeded or have sod planted and be otherwise completely landscaped within thirty (30) days after the completion of the house, weather permitting.

29. Each lot owner shall be assessed separately for the maintenance, (including mowing and landscaping), repair, and replacement, if required, of the entry ways to the subdivision. Developer may waive maintenance assessments for multiple lots owned by the same owner, which waiver shall apply only so long as no residence is constructed on the lot for which the maintenance assessment is waived. Such maintenance shall be performed initially by the Developer and may be assigned by Developer to the lot owners. Additionally, the cost of electricity for lighting the entry way shall be shared by the lot owners and assessed as provided for above.

Private snow removal services in addition to the services provided by Hendricks County may be contracted for upon a majority vote of all lot owners. The cost of additional snow removal services, if any, shall be included in the yearly assessment to the lot owners.

30. Any assessment or charges levied pursuant to these Covenants and Restrictions shall become a lien on the property of such homeowner to whom such assessment or charge pertains until such assessment or charge, including costs of collection, shall be paid in full.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants and Restrictions this 4 day of August, 1995.

WILFONG BROTHERS

By: R.L. Wilfong II

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Wilfong Brothers, by R.L. Wilfong II, as General Partner, who acknowledged the execution of the foregoing Covenants and Restrictions.

Witness my hand and Notarial Seal this 4th day of August, 1995.

Patricia R. Emmert
Notary Public

Printed

My Commission Expires:

My County of Residence:

PATRICIA R EMMERT
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXP. JULY 31, 1996

This Instrument Prepared By: Kunz and Kunz: 320 N. Meridian St.
Indianapolis, IN 46204

Please Return To: Wilfong Land Co.: 1350 Greyhound Court, Carmel, IN
46032