



*First American
Title Insurance Company*

INDIANA

Not Just for One Transaction, But for Life

First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

Appleview Estates

The undersigned, F. Dale Darrah and Phillip P. Lucas, owners of said real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as "APPLEVIEW ESTATES", an addition to the City of Greenfield.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected and maintained no buildings and structures. All streets shown and not heretofore dedicated are hereby dedicated to the public.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "drainage and utility easement (D. & U.E.)" to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with telephone, electric and gas, sewer and water service as a part of the respective utility systems; also is granted (subject to the prior rights of the public therein) the right to use the streets and lots with aerial service wires to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all the purposes aforesaid. No permanent buildings or trees shall be placed on said area as shown on the plat and marked "drainage and utility easement (D. & U.E.)", but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user or the rights herein granted.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

1. Drainage swales (ditches) along dedicated roadways 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 Greenfield Board of Public Works & Safety. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Greenfield Board of Public Works & Safety.

2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage, after which time, if no action is taken, the Greenfield Board of Public Works & Safety will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.

3. No fence, wall hedge, tree or other shrub planting which obstructs sight lines and elevations between the heights of 3 and 12 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a diagonal line connecting 2 points measured 15 feet along each of the street property lines equidistant from the intersection of the property lines or the property lines extended, at the corner of the lot or in the case of a rounded property corner from the intersection of the street right-of-way lines extended.

4. The same sight limitations shall apply to any lot line within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement.

5. All lots in this subdivision shall be used solely for residential purposes except for the residences used as model homes during the sale and development of this subdivision.

6. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basement below ground level shall contain no less than 1200 square feet of ground floor living area for a one-story structure or 1000 square feet of minimum ground floor area if higher than one-story, provided higher than one story structures shall have a minimum of 1500 square feet of total living area, and each dwelling shall have a two or three car, attached garage. No dwelling or structure shall exceed two and one-half (2 1/2) stories.

7. No building line or near setback line

8. No temporary other outbuildings or temporary commercial structures permitted: commercial structures, livestock, Ordinance

9. No lot in this subdivision may become

10. No motorcycle or any other vehicle parked or

11. The premises shall be kept in good repair and no structures shall be erected thereon.

12. Excess trash or refuse shall not be placed on the front of

13. All structures shall be maintained in good repair year after

14. No structures shall be erected on this subdivision

15. In the event of any appearance of development by the Developer which exceeds the limits set forth in the

16. All structures shall be maintained in good repair and any such structures shall be repaired or replaced at the expense of the owner thereof.

17. The structures shall be maintained in good repair and any such structures shall be repaired or replaced at the expense of the owner thereof.

18. No structures shall be erected on this subdivision

19. Lot lines shall be constructed in accordance with the

20. The structures shall be maintained in good repair and any such structures shall be repaired or replaced at the expense of the owner thereof.

APPLEVIEW ESTATES

(COVENANTS)

CABINET	B	222
INSTR. NO.		947435

9407435
94 JUL -7 AM 10:13

as, owners of
reby lay off,
with the within

"APPLEVIEW

d as shown on
of the streets
and
dedicated are

l public
and assigns,
nage and
nstruct, renew,
es, poles and
y braces, guys,
ving the
ectric and gas,
ve utility
ghts of the
lots with aerial
ights, the right
y trees or
h any of the
reby granted to
oses aforesaid.
a said area as
y easement (D. &
landscaping and
re with the.

g restrictions

adways and
easements, are
otherwise
enfield Board of
tain these
urfaces. Water
he property long
amaged by such
wales or ditches
roved structures
blic Works &

aging the
le for such
registered mail
tion is taken,
l cause said
owner shall be
repairs,

lanting which
heights of 3 and
itted to remain
ed by the street
y 2 points
y lines
y lines or the
t or in the case
on of the street

ny lot line
ight-of-way line

solely for
sed as model
bdivision.

of dwellings
development,
s, accessory
contain no less
a for a one-story
floor area if
story structures
living area

7. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat.

8. No trailer, recreational vehicle, shack, basement, garage or other outbuildings or temporary structures shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial dog kennel or junk yard will be permitted in the subdivision. No industry, trade, or other commercial activity, educational or otherwise, shall be conducted, practiced or permitted in the subdivision. Keeping of livestock except domestic pets as permitted by City of Greenfield Ordinance is prohibited.

9. No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.

10. No trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within this subdivision except that any such vehicles may be parked or stored completely within an enclosed garage.

11. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests and invites of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or on any street thereon.

12. Except to make it accessible for trash collection days when it shall be stored in appropriate closed containers, all garbage, trash, or refuse shall be stored in a location other than in front of the residence.

13. All residential construction must be completed within one year after the starting date, including the final grading.

14. No concrete block house shall be permitted on any lot in this subdivision.

15. In order to preserve the natural quality and aesthetic appearance of the existing geographic area within the Development, any fence, light fixture or mailbox must be approved by the Developer or their assigns as to size, location, height and composition before it may be installed. Fencing shall not exceed six (6) feet in height. No fence shall be placed closer to the front lot line than the front building setback line.

16. All residences constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot, nor shall modular constructed structures be placed on any lot. All residences shall have exterior walls constructed of a minimum of fifteen percent (15%) brick or masonry. All residences shall be constructed with roof pitches of 6/12 or greater. Vinyl siding shall only be permitted within the gable ends or soffitts of the structures.

17. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly.

18. No driveways shall be constructed on Lot 2 and Lot 18 to enter or exit off of Apple Street.

19. Lots 1, 19, 20, and 21 shall have driveway turn arounds constructed.

20. The finish floor elevation of the front entry level of each residence except on lots 1, 2, 18, 19, 20 and 21 must be a minimum of 1.5 feet higher than the elevation of the top of curb of the street at its highest point immediately adjacent to the lot. All house plans and elevations must be approved by the developers or their assigns.

ONLY TO BE
FOR RECORD

21. All driveways shall be paved with concrete, asphalt, or other all-weather surface materials as provided by the owner or its assigns. No gravel or stone driveways will be permitted. No additional parking will be permitted on a lot other than the existing driveway.

22. Fuel storage tanks shall not be permitted in this subdivision.

23. All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.

24. No satellite dish or communication tower/antenna shall be allowed. Any TV reception antenna shall not extend more than five (5) feet above the highest point of the primary residence on the lot.

25. Swimming pools must be placed behind the residence. Above ground pools will not be permitted.

The streets with appurtenant right-of-ways, sidewalks, and street lamps, if not heretofore dedicated, are hereby dedicated to the City of Greenfield for the use and benefit of the public.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2013 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF: F. Dale Darrah and Phillip P. Lucas, have caused these presents to be signed in their names this 6th day of July, 1994.

F. Dale Darrah
F. Dale Darrah

Phillip P. Lucas
Phillip P. Lucas

STATE OF INDIANA
COUNTY OF HANCOCK

I, State R. Lucas, do hereby certify that Phillip P. Lucas are subscribers to this instrument and are in person at the time of recording for the purpose thereof.

Given under my hand and seal of office this July day of 1994.

My Commission Expires 12-13-95

DULY ENTERED
FOR TAX PURPOSES

