

# 7096 May 5, 95

Affidavit

BOOK 142 PAGE 38

Section 146 of 1894

14060

Joy Bradley Nck

AUSTIN LAKES NORTH COMMUNITY COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 20 day of JUNE, 1994, by SANDERS DEVELOPMENT GROUP, INC., hereafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real property located in Hendricks County, Indiana, and described as follows:

See attached Exhibit "A"

AND, WHEREAS, the Declarant desires that a dignified, quality residential community be developed and maintained on the said property, that all site planning, building and landscaping be attractive and harmonious with the surroundings and that the peaceful character of the property be protected; and, to these ends, desires to subject the property to the covenants, conditions and restrictions hereinafter set forth, it being intended that such covenants, conditions and restrictions shall run with the land and shall be binding upon all persons and entities having or acquiring any right, title or interest in any portion of the said property, and shall inure to the benefit of each owner thereof;

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, does hereby impose upon the said real property the following protective covenants, conditions, and restrictions:

1. Name. The subdivision shall be known and designated as Austin Lakes North Subdivision being located in the township of Washington, County of Hendricks, Indiana. All streets, heretofore dedicated to public.

2. Building Line. Front yard set back lines, and side yard set back lines on corner lots are to be as shown on the plat, between buildings or structures erected or maintained.

3. Utility Easements and Drainage. "Utility easements" as shown, shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc., on, over, under, and to said easement for legal public use. These easements are not for the use of, and shall not be used for, high voltage

electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time the said transmission line is to be constructed. "Drainage Easements" reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. No permanent, or other structures are to be erected or maintained upon any easements shown upon the plat and owners of lots shall take their titles subject to the rights of the above described easements.

4. Land Use and Building Type. With the exception of the area designated as the park/playground, no lot shall be used except for residential purposes, nor shall any lot be subdivided. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.

5. Architectural Control. No Lot shall be erected, placed or altered on any lot until the construction plans and specifications and the certified plot plan (conforming in all aspects to the plot plan, as required by FHA) have been approved by the architectural committee, as to the quality and type of material and workmanship, in harmony with external design and with existing structures of finished grade elevations. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 1400 square feet, or at least 800 feet on the first floor of houses of more than one story. (Determination of sufficiency and adequacy of the term "ground floor of main structure" with respect architectural dwellings of a tri-level, bi-level, and one and one-half story design shall rest exclusively with the architectural committee). All drainage conduits or tubes for individual lot driveways shall be subject to approval as to size, material and quality of construction by the engineer.

6. Building Location. No Building shall be located on any lot nearer to the front line, nor nearer to the side street lines than the minimum setback line shown on the recorded plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided, that his shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. After the building has been staked and before construction begins, the project engineer must confirm the location of building with the plot plan.

7. No swimming pool or associated structure shall be erected or placed on any lot until the construction plans,

including a plot plan, have been approved by the architectural committee.

8. Nuisances. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

9. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot as a residence, or for any other purpose, either temporarily or permanently. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period.

10. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except family pets, which may be kept, provided, they are not kept, bred or maintained for commercial purposes, and not to create or constitute a nuisance.

11. Garbage and Refuse Disposal. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers. All incinerators, shall be kept clean and sanitary and shall not be used so as to create an offensive sight or odor.

12. Sight Distance At Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line, or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of a driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

13. Fences. Ornamental fences or continuous shrub plantings which would in any way, serve the purpose of a fence, shall not be erected until approved by the architectural committee.

14. Storage Tanks. Oil or gas storage tanks shall either be buried or located within the house or garage area so that

they are completely concealed from the outside view.

15. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.

16. Architectural Committee. The Architectural Control Committee shall be composed of Sanders Development Group, Inc., its president, Mark E. Sanders, hereinafter called developer, or his assigns, and a professional engineer of his designation. At all times the said developer and/or his assigns shall have the majority vote of said committee. The said developer shall further have the right to designate a representative to act for and on his behalf. The committee's approval, or disapproval, as required in these covenants shall be in writing. In the event that said written approval is not received from the committee within 14 days from the date of submission, it shall be deemed that the committee has disapproved the presented plan.

17. Violation. The violations of any restriction, as herein enumerated, shall give to the said developer or its successors, any and all rights for injunction, damage, or any other action at law or equity which it and its assigns may have to restrain and prohibit the same, in keeping with the restrictions herein set out.

18. Protective Covenants. The "Protective Covenants" are to run with the land and shall be binding on all parties and all persons claiming them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of 10 years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of the covenants, by judgment or court order will in no way affect the other covenants which shall remain in full force and effect.

19. Lake Maintenance and Common Area Maintenance. The Homeowners Association will be responsible for the maintenance of the lake and common areas. Homeowners will pay annual assessments for these services as designated by the Developer and or Association once the subdivision meets the sell-out period.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS SET ITS HAND AND SEAL THIS 20 DAY OF JUNE, 1994.

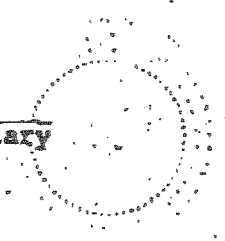


STATE OF INDIANA )  
COUNTY OF BOONE ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Mark E. Sanders, President of Sanders Development Group, Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notarial Seal this 20<sup>TH</sup> day of June, 1994.

*Jane A. Hendrickson*  
Jane A. Hendrickson, Notary



My Commission Expires:  
6/04/95

County of Residence: Marion

ENTERED FOR RECORD

JUL 7 1994

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*Jay Bessing*  
338-342

HENDRICKS COUNTY RECORDER