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## Subdivision Covenants and Restrictions

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CERTIFICATE OF DEDICATIONS  
AND  
RESTRICTIONS - BROWN LEAF  
SUBDIVISION, an Addition to the  
Town of Brownsburg

ENTERED FOR RECORD

BOOK 67 JUL 11 1974

*Mary Margaret Rubin*  
RECORDER HENDRICKS COUNTY

The undersigned, The Nelson Company, a partnership of Wayne R. Nelson and Roberta M. Nelson, partners, as owner of Brown Leaf Subdivision, an addition to the town of Brownsburg, Lincoln Township, Hendricks County, Indiana, the plat of which was recorded on August 30, 1973, in Plat Book 8, Page 91, in the Office of the Recorder of Hendricks County, Indiana and the undersigned, The Jonathan Group, Inc., an Indiana corporation, as contract purchaser from The Nelson Company of all of the lots of said Brown Leaf Subdivision, do hereby declare and publish the following with respect to said Brown Leaf Subdivision:

1. All streets depicted on said plat are hereby dedicated to the public.
2. (a) The Jonathan Group, Inc. (hereafter called "Developer") shall have the right to approve or disapprove all building plans and specifications for construction upon lots in the Subdivision to insure the quality of the development. Such approval shall be obtained after written application has been made to the Developer by the owner or prospective owner of a lot in the Subdivision accompanied by a set of plans and specifications. Such plans shall include a plot plan showing location of all improvements. The Developer shall approve or disapprove in writing all proposed improvements within 30 days after all required information has been submitted. In the event of a disapproval, the Developer shall specify the reason for such disapproval. The provisions of this paragraph 2(a) shall terminate in all events on January 1, 1980.

(b) The Developer, its agents or successors shall not in any way be responsible for any defects in any plans, specifications, materials or work done for any improvements on any lot in the Subdivision.

(c) The Developer shall have access for the purpose of inspecting improvements during construction to assure compliance with these restrictions.

3. There are strips of ground as shown on the plat which are reserved for public utility companies, not including transportation companies, for the installation of poles, lines, ducts, gas or water mains and sewers subject, at all times, to the proper authorities having jurisdiction. No permanent or other structures are to be erected or maintained upon said strips and the various public utilities are to have access thereto.

4. No building shall be erected on any lot of the Subdivision nearer to the front property line than the setback line shown on the plat. All side and rear setback lines shall conform with the building code restrictions of the Town of Brownsburg or other applicable restrictions.

5. No single family one-story residential dwellings shall be erected except those having a minimum of 1,200 square feet of living area, excluding garages and porches or, in the case of multi-story structures, having a minimum of 800 square feet of living area, excluding garages and porches, on the first floor.

6. No two family, one-story residential dwellings shall be erected except those having a minimum of 875 square feet of living area per unit on the first floor or, in the case of multi-story two-family dwellings, those having a minimum of 500 square feet of living area per unit on the first floor, excluding in each case garages and porches as living area.

7. No dwelling shall be erected or maintained having an exterior surface of fiber board, unfinished plywood, tar paper, or similar material. All dwellings shall be constructed with substantially all new materials and no used house shall be relocated on any lot. All driveways must be paved with a hard surface material a minimum of 25 feet from their point of connection with an abutting street. No dwelling may be occupied for living until substantially completed. No outside toilet shall be maintained. Every dwelling unit shall have available to it on the lot on which it is situated a closed garage for the off-street storage of at least one automobile.

8. No livestock of any kind, except household pets, shall be kept on any lot in the Subdivision. No lot shall be used to park any trailer or bus or to have placed thereon any tent, shack, outbuilding or temporary structure for human habitation whether temporary or permanent. All storage tanks for petroleum or for gas must be placed within buildings or buried underground. No noxious unlawful or offensive activity shall be carried out on any lot nor shall any nuisance or annoyance to the neighborhood be permitted or engaged in on any lot. No sign shall be displayed on any lot to the public view except temporary signs of not more than five square feet advertising a property for sale or lease and except for signs of builders or the Developer advertising the project or a lot during construction.

9. No fence, railing or wall shall be constructed in the front setback area of any lot. Other fences shall not exceed four feet in height.

10. It shall be the duty of every owner of every lot in the Subdivision on which any open storm drainage ditch or swale is situated to keep such portion thereof continuously unobstructed for surface drainage purposes, which duty shall include the installation of such culverts as may be necessary to permit the free drainage of surface water on any such lot or in the abutting right of way of the street.

11. No lot owner shall burn or permit the burning out of doors of garbage or other refuse or accumulate out of doors any refuse except in containers specifically provided for such purpose.

12. No lot owner shall permit any sump pump discharge from a basement or perimeter tile to discharge directly or indirectly into any street.

13. Each owner of a lot in the subdivision shall at all times maintain the lot and any improvements thereon in such manner as to prevent the lot or improvements from becoming unsightly; and specifically, each such owner shall:

(a) mow the lot at such times as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds,

- (b) remove all debris or rubbish,
- (c) cut down and remove dead trees,
- (d) prevent the existence of any condition that reasonably tends to distract from or diminish the aesthetic appearance of the neighborhood,
- (e) remove from any lot any automobile that is not in used and usable condition.

14. All of the foregoing covenants and restrictions shall run with the land and shall be binding upon and inure to the benefit of all owners of lots in the Subdivision until January 1, 1985, and shall automatically extend for successive periods of 10 years thereafter unless an instrument signed by a majority of the lot owners at that time has been recorded agreeing to discontinue any or all of such covenants and restrictions. Each covenant and restriction is independent of, and severable from, the rest. If any part hereof shall be held to be invalid or to be unenforceable, or lack the requisite quality to run with the land, the remaining part or parts shall be valid, enforceable or run with the land. The provisions of this document shall be liberally construed for the protection, health, well-being of the owners and for appearance of the Subdivision for the benefit of all of the owners of lots therein.

15. The covenants and restrictions hereof may be enforced by any owner of a lot in the Subdivision, by the Developer, its successor or assignee, by civil authorities or others having an interest. Enforcement may include specific performance, injunction, damage or any other available remedy in law or equity in any court of competent jurisdiction. The acceptance of a deed to a lot in the Subdivision constitutes acceptance of the terms of this document.

16. In the event that the Developer (The Jonathan Group, Inc., or its successor) defaults on its contract of purchase with The Nelson Company and such contract is terminated (the conclusive evidence of which shall be an affidavit of a partner of The Nelson Company recorded in the office of the Recorder of Hendricks County, Indiana, and which affidavit shall specifically refer to this paragraph of this instrument), then, in that event, The Nelson Company shall have, assume and retain all of the rights, privileges and benefits of the covenants and restrictions hereof available to Developer and The Jonathan Group, Inc. shall have no further interest or right hereunder except as a lot owner, if it then be such an owner.

Executed this 2<sup>nd</sup> day of July 1974.

The Nelson Company

By Wayne R. Nelson, Partner

The Jonathan Group, Inc.

by J. Timothy McGinley, President

STATE OF INDIANA )  
 ) SS.  
COUNTY OF MARIETTA )

Before me a Notary Public in and for said County and State personally appeared Wayne R. Nelson known to me to be a partner in The Nelson Company who acknowledged execution of the foregoing document for and on behalf of such partnership.

Witness my hand and notarial seal this 2<sup>nd</sup> day of July 1974.

Notary Seal  
Notary Public

My Commission Expires:

October 30, 1976

STATE OF INDIANA )  
 ) SS.  
COUNTY OF MARIETTA )

Before me, a Notary Public in and for said County and State personally appeared J. Timothy McGinley, known to me to be the president of The Jonathan Group, Inc., who acknowledged execution of the foregoing document for and on behalf of said corporation.