



120
YEARS OF SERVICE
LOOKING AHEAD

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.

COVENANTS
FOR
**COROTTOMAN COURT
SECTION 2**
HENDRICKS COUNTY



to secure the payment of a promissory note of even date for the sum of \$ 5631.25 executed by the undersigned to Morris Plan with interest at the rate of one and one-half per cent per month after maturity, court costs and attorney fees incurred in the protection or collection of said note, or in the enforcement of said note, all without relief from valuation and appraisal laws, and to secure any note, and/or notes that may be given in renewal or extension of said note or any part or parts thereof or for interest and delinquent charges and attorney fees as may be provided in any such renewal or extension notes, and to secure any existing or future advances, liability and/or liabilities which may now be in existence or may hereafter be contracted for between any of the undersigned and Morris Plan. In the event of any default by the undersigned in the payment of any installment of said note, and any other liabilities of any of the undersigned to Morris Plan then existing, and if such default shall continue for sixty days, Morris Plan shall have and is hereby given the right without notice or demand, to enter upon, take and keep possession of the said premises and to collect all the rents, issues and profits therefrom, either by its officers or by any other person duly authorized by it as agent for that purpose until all of said note, and any other liabilities of any of the undersigned to Morris Plan then existing, together with interest, court costs, and attorney fees, as herein provided, have been fully paid and satisfied; and the undersigned hereby make(s), constitute(s) and appoint(s) Morris Plan or its agents the attorney in fact of the undersigned and irrevocably give unto said attorney the right at such times, in such manner and on such terms as to said attorney may seem best with full power of substitution, either in its own name or in the name of the undersigned, to take all necessary steps by proceedings in court or otherwise, to collect all rents; to cause the said premises to be vacated, and when vacant, to re-let said premises, and to do all such things and all other things necessary in the premises either by its own officers or by other parties duly authorized and appointed by it as agent for said purposes.

Failure or delay to exercise any right or option on the part of the Morris Plan at the time of any default shall not be a waiver of the right to exercise such option at anytime thereafter.

The undersigned warrant(s) and represent(s) that the undersigned is (are) the sole owner(s) of record in the name of the undersigned of the real estate hereinabove mentioned and described.

Dated this 9 day of January, 1963

STATE OF INDIANA

Rudolph J. Tomchany

COUNTY OF Marion

Rudolph J. Tomchany

Before me, the undersigned, a Notary Public, in and for said State and County, personally appeared

Rudolph J. Tomchany

and acknowledged the execution of the above assignment this _____ day of _____

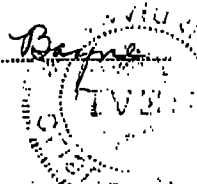
My Commission Expires: July 24 1964

Luella Bayne

Notary Public

IMP 5730 (REV. 8/54)

This form prepared by Luella Bayne of Indianapolis Morris Plan Corporation



ENTER FOR RECORD

Jan 14 1963 9:32 AM
Notary Seal

3054

COVENANTS GOVERNING COROTTOMAN COURT
SECOND ADDITION

The undersigned, Harry B. Cartlidge and Florence C. Cartlidge, husband and wife, as owners of the real estate hereinafter described, said owners hereinafter being referred to as "Developers", do hereby set forth and establish the following protective and restrictive covenants governing the use of lots in a residential subdivision located in Hendricks County, Indiana, and known as "Corottoman Court, Second Addition", said real estate being specifically described as follows, to wit:

A part of the southwest quarter and part of the southeast quarter of Section 1, Township 15 North, Range 1 East of the Second Principal Meridian, Hendricks County, Indiana, bounded and described as follows, to wit:

Beginning at the southwest corner of Section 1, Township and Range aforesaid, run thence easterly on the south line of the southwest quarter of Section 1 a distance of 1500.0 feet; run thence northerly a distance of 875.90 feet to the northwest corner of Lot #12 in the First Addition to Corottoman Court and the beginning point of this description.

From said Beginning Point continue thence northerly a distance of 450.0 feet, more or less, to the north line of the southeast quarter of the southwest quarter of Section 1; run thence easterly on the north line of the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter a distance of 890.0 feet; run thence southerly and parallel to the west line of this tract a distance of 240.0 feet, more or less, to a point that is 210.2 feet north of the north line of the First Addition to Corottoman Court extended easterly; run thence westerly and parallel to said north line extended a distance of 170.5 feet; run thence southwesterly a distance of 38.7 feet, more or less, to a point that is 690.0 feet east of the west line of this tract and 185.0 feet north of said north line extended; run thence westerly and parallel to said north line a distance of 50.2 feet; run thence southerly and parallel to said west line a distance of 188.0 feet to a point that is 3.0 feet south of said north line extended; run thence westerly and parallel to said north line a distance of 190.0 feet to the east line of the First Addition to Corottoman Court; run thence northerly on said east line a distance of 3.0 feet to the northeast corner of Lot #13 in said addition; run thence westerly on the north line of said addition a distance of 450.0 feet to the place of beginning, containing (6.92) acres, more or less. EXCESS or DEFICIENCY in the north and south distances of this subdivision shall be given to, or taken away from lots 19 to 24 inclusive.

This Subdivision consists of fourteen (14) lots numbered from fourteen (14) to twenty seven (27) consecutively and inclusive.

Said property shall be used for residential purposes only, except insofar as Developers have dedicated, and do herewith affirm such dedication, of certain areas therein for streets, roadways, utility easements and drainage easements. Such dedicated areas for streets and roadways are depicted on the plat of the above described subdivision, and labeled "Blacktop Street". Such dedicated and reserved areas for utility and drainage easements are depicted on the plat of the above described subdivision, and labeled "Utility Strip", "Utility and Drainage Strip", and "Special Ditch".

No more than one (1) single-family dwelling shall be erected upon any one lot, as such lot or lots are depicted on the plat of the above described subdivision, and none other than a private one or two-car garage shall be placed thereon.

No residence containing less than one-thousand (1000) square feet of living space, as measured by the foundation area, nor any building more than one story in height, unless approved in writing by the Developers, shall be constructed on any one lot. Garages, breezeways or patios shall not be considered as living space.

All residences and grounds shall have sanitary and other necessary drainage facilities in conformity with the requirements of the Indiana State Board of Health, the Hendricks County, Indiana, Subdivision Control Ordinance, and the Hendricks County, Indiana, Master Plan, and the regulations promulgated from time to time under each or all of them.

No mobile homes, shacks, tents or other shelters shall be used as living quarters during construction on any lot, or at any other time. No building other than customary garden and lawn-tool sheds shall be constructed on any lot, in addition to the residence and garage hereinabove described.

All exterior walls of the residence shall be surfaced either with brick or stone at least one-half way to the top from the foundation. Wood, or other conventional building materials, are approved for use above the brick or stone.

The location of all buildings shall conform to the set-back lines as shown and depicted on the plat of the above described subdivision. No permanent building may be erected nearer than ten (10) feet from any side or rear lot line, except as hereinafter provided or further restricted.

Owners of lots traversed by areas depicted on the plat of the above described subdivision as "Utility Strip", "Utility and Drainage Strip", and/or "Special Ditch" are entitled to use such areas in any manner so as to enhance their enjoyment of the property, subject, nevertheless, to the following restrictions. No permanent structures, shrubs or hedges shall be placed on such areas, except that portable incinerators may be placed thereon, in any manner so as to hinder, impede or otherwise constrict or confine the natural flow and drainage of water or the establishment, installation and/or maintenance of utility services over, across, under and through such areas. The contour and/or slope of the land and soil in such areas shall not be changed or otherwise disturbed without the prior written consent of Developers. Owners of lots traversed by areas depicted on the plat of the above described subdivision as "Utility Strip", "Utility and Drainage Strip", and/or "Special Ditch" shall maintain such "Strip" and/or "Ditch" areas as a part of their respective lawns, and they shall not permit trash, garbage, rubbish or waste of any kind or nature to collect or be stored thereon.

No domestic pets or other animals shall be kept or bred on the premises for commercial purposes. No animals other than customary household pets shall be kept on the premises.

No part of any lot shall be used as a dumping ground for trash, garbage or rubbish. Rubbish, trash, garbage and all other waste materials shall be kept in sanitary containers or disposed of by incinerators, or other equipment designed for the disposal of such materials.

The areas between the front lot lines and the surface of the street or roadway shall be kept clear of all brush, trees, tall grass and weeds.

Developers, their heirs, executors, administrators, successors and assigns specifically reserve the right to improve said subdivision by the installation of any and all utilities as they, from time to time, might deem expedient, and also by the maintenance, cleaning and/or dredging of the "Special Ditch" and/or "Utility and Drainage Strip" areas, as above described. And the entrance upon the reserved "Utility Strip", "Utility and Drainage Strip" and/or "Special Ditch" areas, as shown by the plat of the above described subdivision, or construction in the roadways in the subdivision by said Developers, their heirs, executors, administrators, successors and assigns or agents, shall not constitute a trespass by said person or persons against the owner of any lot in said subdivision.

The invalidation of any of these covenants shall in no way affect those remaining, which shall remain in full force and effect.

These covenants shall run with the land, and they shall be binding upon all parties to the conveyance of said lands, or any part thereof, for a period of twenty-five (25) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of the majority of the then owners of the tracts in said subdivision it is agreed to change said covenants and restrictions in whole or in part.

IN WITNESS WHEREOF, Harry B. Cartledge and Florence G. Cartledge, husband and wife, have hereunto set their hands and seals this 10th day of January, 1963.

[Signature]
Harry B. Cartledge
[Signature] (SEAL)
Florence G. Cartledge

STATE OF INDIANA }
FEE DRUGS COUNTY } SS:

Personally appeared before me, ~~James S. Raber~~, a Notary Public in and for said County and State, Harry B. Cartledge and Florence G. Cartledge, husband and wife, who acknowledged the execution of the annexed Covenants Governing Cobottoman Court, Second Addition, to be their free and voluntary act and deed.

In Witness Whereof I have hereunto set my hand and Notarial seal this 10th day of January, 1963.

[Signature]
~~James S. Raber~~, Notary Public
Jerry Lynch, Notary Public

My Commission Expires:
December 20, 1965
December 14, 1964



This instrument was prepared by James S. Raber, Attorney at Law.

Recorded in Book 11412
January 1963
1.40