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Subdivision Covenants and Restrictions

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ENTERED FOR RECORD

BOOK

114 APR 7 - 1988 PAGE 177-80

Russell M. Webb
HENDRICKS COUNTY RECORDER

#1742 May 29, 1991
For amendment to
Declaration of Covenants, Conditions & Restrictions
See Misc Book 126 page 116-123
1688
BOOK 114 PAGE 127

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This DECLARATION OF RESTRICTIONS made this 7th day of April, 1988, by Hardin's Creekside Estates, Inc., an Indiana Corporation, herein after referred to as "Declarant."

WHEREAS, Declarant is the owner of Section 6, Hardin's Creekside Estates, Plainfield, Hendricks County, Indiana, as recorded in Plat Book 13, Page 43, in the office of the Recorder of Hendricks County, Indiana; and,

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of its future owners.

NOW, THEREFORE, Declarant declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property.

1. Land Use and Building Type - No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height and an attached private garage for not more than four cars. Notwithstanding the foregoing, more than one lot may be used for the construction of one single family dwelling.

2. Dwelling Size - The ground floor area of the main structure, exclusive of one story porches and garages shall NOT be less than 1,500 square feet on Lots 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, and 119, in the case of a one story structure, nor less than 900 square feet of finished floor area in such multiple story structure. Two car attached garages are required. Determination of "main structure" with respect to dwellings of a tri-level, bi-level, and one and one-half story design shall rest exclusively with the architectural committee.

3. Building Location - No building shall be located on any lot nearer to the front property line than the minimum building setback line, as shown on the recorded plat. No building shall be located nearer than ten (10) feet to an interior or rear lot line. No accessory building shall be built closer than one hundred and fifty (150) feet from the front property line of Lots 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, and 88, and in no event shall detached accessory buildings be built on Lots 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, and 119. The interior lot line restriction shall not apply when more than one lot is purchased for the construction of one single family dwelling as to the interior lot line dividing said lots.

4. Architectural Control - No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade.

5. Architectural Control Committee - The Architectural Control Committee is composed of Russell M. Webb, Jr., Paul T. Hardin, and Sandra K. Hardin. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Any successor committee member

5988 July 12, 1988
For amendment to Declaration of
Covenants see Misc Book 114 page 125
Russell M. Webb

Taylor & Taylor, Inc.
52 S. Jefferson
Bemville, Indiana

must be a property owner of at least one lot in Hardin's Creekside Estates. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

6. Committee Procedures - The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. Quality of Building Construction - No unusual types of materials may be used for building purposes without the permission of the Architectural Control Committee. Material for construction such as cinder blocks, cement concrete blocks, volcanic ash blocks, slab blocks and tile must be covered with brick or stone veneer above ground. No imitation of brick or stone may be used. No single family residential dwelling may be constructed or approved by the Architectural Control Committee unless such plans or construction allow for at least seventy-five percent (75%) of the exterior wall construction on a single story main structure and one hundred percent (100%) of the ground floor of a multiple story main structure excluding gable ends, eaves and overhangs, to be covered by brick or stone veneer.

8. 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, television cable, and/or electric lines, poles, ducts, pipes, on, over, under, and to said easement for local 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 said transmission line is to be constructed. Any "Drainage Easements" reserved as drainage 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. The owners of lots shall take their titles subject to the rights of the above described easements.

9. Driveways - All residential driveways shall be constructed of either cement concrete or asphalt paving or a similar hard surface covering.

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

11. 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. Within nine (9) months from the time the ground is broken for construction or any improvements are started, the exterior of all structures shall be completed and painted, surplus and left over materials shall be removed from the outside and lawn shall be graded and seeded. All dwellings must be fully completed upon the exterior before being occupied.

12. Signs - No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square

feet, advertising the property for sale or for rent, or signs used by a builder or financial institution to advertise the property during construction and sales period.

13. 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. Not more than two (2) family pets may be kept per residence.

14. Garbage and Refuse Disposal - No lot 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 equipment for storage of such materials shall be kept clean and sanitary and shall not be used so as to create an offensive sight or odor. No burning of waste or debris shall be permitted.

15. Sight Obstructions - No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between and six (6) 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 (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No screen planting over thirty-six (36) inches high nor any fence shall be permitted between the street right-of-way and the building setback line.

16. Storage Tanks - All storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.

17. Lot Maintenance - Owners of lots shall at all times keep and maintain such lots in this subdivision in an orderly manner, cause weeds and other growth to be cut at least once every month beginning the month of May and running thru the month of October of each calendar year and prevent accumulations of rubbish and debris thereon.

18. Finish Grade - The grading of each lot shall be made so as not to restrict the surface water runoff or allow ponding or stoppage of said runoff over any lot in this subdivision.

19. Vehicle Parking - No truck of more than three-quarter (3/4) ton hauling capacity shall be parked on the streets or in the subdivision except while making a delivery or a pickup. No vehicles, whether or not motorized, shall be parked without moving on the streets or in the subdivision for a period of more than thirty (30) consecutive days. No vehicle shall be parked on the streets or in the subdivision in a state of disrepair. No boat, trailer, recreational vehicle, or camper of any kind (including, but not in limitation thereof, house trailers, camping trailers, motor homes, and boat trailers) shall be kept or parked upon the streets; neither shall they be kept or parked within the subdivision for longer than two (2) weeks except within a garage.

20. Swimming Pools - No swimming pool where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others.

21. Crawl Space and Perimeter Drains - No crawl space or perimeter drain shall be constructed in such a manner as to allow any water to drain onto the street.

22. Accessory Building - An accessory building, where permitted on Lots 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, and 88, shall be constructed with the minimum size to be no less than one hundred and twenty (120) square feet. This accessory building is to be constructed in such manner as to conform to the standards of construction as used in the construction of the main structure, including color and design, except that exterior walls may be constructed of wood totally, if so desired by the land owner. There shall be no metal accessory buildings. See accessory building location restrictions in paragraph 3, above. Nothing contained herein shall prevent the construction of a gazebo type structure behind the main dwelling as approved by the Architectural Control Committee.

23. Signal Receiver - No Signal Receiver in the form of a satellite dish or other similar devise shall be permitted closer than fifty (50) feet from the front property line.

24. Enforcement - The violation of any restriction, as herein enumerated, shall give to any lot owner, any and all rights for injunction, damage, or any other action at law or equity which they or their assigns may have to restrain and prohibit the same, in keeping with the covenants, conditions, and restrictions herein set out.

25. Term - These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots sign and record an instrument revoking, altering, or otherwise changing said covenants in whole or in part.

26. Severability - Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Corporation, as owner of the above described property, has hereunto executed and sealed this Declaration of Covenants, Conditions, and Restrictions on this 7th day of April, 1988.

HARDIN'S CREEKSIDE ESTATES, INC.

By: Russell M. Webb, Jr.
Russell M. Webb, Jr., Secretary



ATTEST:

Paul T. Hardin
Paul T. Hardin, President

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State personally appeared Paul T. Hardin and Russell M. Webb, Jr., as President and Secretary, respectively, of Hardin's Creekside Estates, Inc., owner of the above described property and acknowledged the execution of the above and foregoing instrument as the corporation's voluntary act and deed for the uses and purposes therein set forth.

Witness my signature this 7th day of April, 1988.

My commission Expires:
January 13, 1992

Sandra K. Hardin
Sandra K. Hardin, Notary Public
residing in Hendricks County, IN.

This document prepared by Paul T. Hardin, Attorney at Law.

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

BOOK 114 PAGE 1025

5988

Whereas, the undersigned officers of Hardin's Creekside Estates, Inc. caused to be recorded an original Declaration of Covenants, Conditions and Restrictions as to Section 6 of Hardin's Creekside Estates on April 7, 1988 in Miscellaneous Record Book 114, Pages 177-180: in the office of the Recorder of Hendricks County, Indiana.

Whereas the Plat for Section 6 of Hardin's Creekside Estate was recorded March 31, 1988 in Plat Book 13, Page 43 in the office of the Recorder of Hendricks County, Indiana.

Whereas, Item 2 in the Declaration of Covenants Conditions and Restrictions is not clear: and

Now therefore, Hardin's Creekside Estates, Inc. by its undersigned officers does hereby revoke, alter and amend Item 2 of the above described Declaration of Covenants, Conditions, and Restrictions so that Item 2 reads as follows:

2. Dwelling Size - The ground floor area of the main structure, exclusive of one story porches and garages shall not be less than 1500 square feet on lots 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, and 119, nor less than 1700 square feet on lots 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, and 87, nor less than 1,000 square feet in the case of a multiple story structure with no less than 1900 square feet of finished floor area in all stories of such multiple story structure. At least a two car attached garage is required for each main structure. Determination of "Main Structure" and "Ground Floor" with respect to dwellings of a tri-level, bi-level, and one and one-half story design shall rest exclusively with the Architectural Control Committee.

Declarants further state that they are the owners of a majority of the lots in Section 6 of Hardin's Creekside Estates, Inc.

In witness whereof, the said corporation has hereunto executed and sealed this Amendment to Declaration of Covenants, Conditions and Restrictions this 11th day of July, 1988.

HARDIN'S CREEKSIDE ESTATES, INC.

Russell M. Webb, Jr.
By _____
Russell M. Webb, Jr., Secretary

ATTEST:

Paul T. Hardin

Paul T. Hardin, President

STATE OF INDIANA)
COUNTY OF HENDRICKS)

ENTERED FOR RECORD
BOOK 114 JUL 12 1988 PAGE 1025
Bonnie D. Mays
HENDRICKS COUNTY RECORDER

Before me, a Notary Public in and for said County and state personally appeared Paul T. Hardin and Russell M. Webb, Jr., as President and Secretary, respectively, of Hardin's Creekside Estates, Inc., owner of the above described property and acknowledged the execution of the above and foregoing instrument as the corporation's voluntary act and deed for the uses and purposes therein set forth.

Witness my signature this 11th day of July, 1988.

My commission expires:
May 17, 1992

Janet L. Updike

Janet L. Updike, Notary Public
residing in Hendricks County, IN

This document prepared by Paul T. Hardin, Attorney at Law.



STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

Whereas, the developer of Hardin's Creekside Estates caused to be recorded an original Declaration of Covenants, Conditions and Restrictions as to Section 6 of Hardin's Creekside Estates on April 7, 1988 in Miscellaneous Record Book 114, Pages 177-180, in the Office of the Recorder of Hendricks County, Indiana; and,

Whereas the Plat for Section 6 of Hardin's Creekside Estates was recorded March 31, 1988 in Plat Book 13, Page 43 in the Office of the Recorder of Hendricks County, Indiana; and,

Whereas, a majority of the owners of lots in Section 6 of Hardin's Creekside Estates desire to amend the Declaration of Covenants, Conditions and Restrictions for Section 6 as is permitted in Paragraph 25 of said Covenants,

NOW THEREFORE, the Declaration of Covenants, Conditions, and Restrictions are altered and amended so that paragraphs 22 and 3 read as follows:

22. ACCESSORY BUILDING - An accessory building shall be permitted on all lots in Section 6 of Hardin's Creekside Estates. Said accessory buildings shall be constructed with the minimum size to be no less than eighty (80) square feet. This accessory building is to be constructed in such manner as to conform to the standards of construction as used in the construction of the main structure, including color and design, except that exterior walls may be constructed of wood totally, if so desired by the land owner. There shall be no metal accessory buildings. See accessory building location restrictions in paragraph 3, above. Nothing contained herein shall prevent the construction of a gazebo type structure behind the main dwelling as approved by the Architectural Control Committee.

3. BUILDING LOCATION - No building shall be located on any lot nearer to the front property line than the minimum building setback line, as shown on the recorded plat. No building shall be located nearer than six (6) feet to an interior or rear lot line. No accessory building shall be built closer than one hundred and fifty (150) feet from the front property line of Lots 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, and 88 nor closer than one hundred (100) feet from the front property line on Lots 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, and 119. The interior lot line restriction shall not apply when more than one lot is purchased for the construction of one single family dwelling as to the interior lot line dividing said lots.

ENTERED FOR RECORD 8:00
BOOK 126 MAY 29 1991 PAGE 116-123

In Witness whereof, the undersigned lot owners have hereunto executed and sealed this Amendment to the Declaration of Covenants, Conditions and Restrictions for Section 6, Hardin's Creekside Estates.

Raymond L. Frederick Donna C. Traylor

Before me, a Notary Public in and for said County and State personally appeared RAYMOND L. FREDERICK AND

DONNA C. TRAYLOR, the owners of Lot 71a, Section 6, Hardin's Creekside Estates who acknowledged the execution of the above Amendment to Declaration of Covenants, Conditions and Restrictions for Section 6, Hardin's Creekside Estates, as their voluntary act and deed for the uses and purposes therein set forth.

Witness my signature this 28th day of May, 1991.

My Commission Expires:

10/13/92

Charles W. Baker
Notary Public

Residing in Hendricks County, Indiana. *Charles W. Baker*

In Witness whereof, the undersigned lot owners have hereunto executed and sealed this Amendment to the Declaration of Covenants, Conditions and Restrictions for Section 6, Hardin's Creekside Estates.

Robert O. Johnson

Before me, a Notary Public in and for said County and State personally appeared Robert O. Johnson

the owners of Lot 90, Section 6, Hardin's Creekside Estates who acknowledged the execution of the above Amendment to Declaration of Covenants, Conditions and Restrictions for Section 6, Hardin's Creekside Estates, as their voluntary act and deed for the uses and purposes therein set forth.

Witness my signature this 28th day of May, 1991.

My Commission Expires:

10/13/92

Charles W. Baker
Notary Public

Residing in Hendricks County, Indiana.

