

FOREST RIDGE SUBDIVISION

CROSS REFERENCE

DECLARATION OF RESTRICTIVE COVENANTS  
(Lots #1 thru #13)

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The undersigned, F & W INVESTMENTS, INC., represented by its Corporate officers, as owners of Lots #1 thru #13 inclusively of "FOREST RIDGE SUBDIVISION" located in Hendricks County, Indiana, do by this indenture restrict and covenant the lots and other area within said subdivision to itself and its assigns, grantees, successors, heirs, or legal representatives, and to and any person, persons, corporations, banks, associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, restrictions, conditions and covenants, to wit:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants shall apply to Lots #1 thru #13 inclusively of Forest Ridge Subdivision, located in Guilford Township, Hendricks County, Indiana.
2. HOMESITE USE: No portion of said real estate shall be used for any purpose other than single family residential dwellings, nor shall any lot be further subdivided.
3. DWELLING SIZE: The ground floor area of the main structure, exclusive of porches and garages, shall NOT be less than 1600 square feet in the case of one story structures nor less than 1000 square feet in the case of multiple story structures, with no less than 1800 square feet of finished floor area in such multiple story structure. Basements, either finished or unfinished, shall not be included in square footage calculations. In addition to the above square footage requirements, each structure shall have an attached or detached garage structure of no less than 440 square feet in size, which is in conforming finish and design with the main structure.
4. ARCHITECTURAL DESIGN: No building shall be erected, placed or altered on any lot in this subdivision until the plans, specifications and plot plan showing the location of such building has been approved by an architectural control committee comprised of the undersigned owners of the herein described real estate, or by their duly authorized representatives. 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 twenty (20) days from the date of submission it shall be deemed that the committee has disapproved the presented plan.
5. BUILDING LOCATION: No building shall be located on any homesite nearer to the front property line than the minimum setback line, as shown on the recorded plat, nor nearer than fifteen (15) feet to any side property line.
6. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities subject at all times to the proper authorities and to the easements herein granted and reserves. The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of this subdivision for the maintenance of surface drainage. In no situation shall any owner block the drainage along said drainage swales.
7. UTILITY BUILDING: One storage building may be constructed on each homesite, the maximum size is to be no more than hundred seventy-five (175) square feet. The utility building shall be located behind the main building and shall not be nearer than

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8. **BUSINESSES:** NO merchantile building shall be erected, built, or placed on any portion of the subdivision, nor any dwelling be used for any business of any nature.
9. **NUISANCES:** No noxious or offensive activity shall be carried out on any homesite, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. **TEMPORARY STRUCTURES:** No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other outbuildings shall be used upon any homesite at any time as a residence, either temporarily or permanently.
11. **GARBAGE AND REFUSE DISPOSAL:** No homesite shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary condition and shall not be used to create an offensive sight or odor.
12. **LANDSCAPING:** All non-wooded lots in this subdivision shall be improved with a minimum of three deciduous type shade trees within one year of the erection of a dwelling. All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once per month during the months of April through September.
13. **RESIDENCE EXTERIOR:** All dwellings must be constructed with at least fifty (50) percent of the exterior walls covered with brick or stone veneer.
14. **VEHICLE REGULATIONS:** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, truck, or trailer that is not in operational condition and bearing the current year's license plate shall be permitted remain on any homesite in Forest Ridge Subdivision unless kept within a building.
15. **ANIMALS:** No animals, livestock, or poultry shall be raised, bred, or kept on any homesite except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and do not create a nuisance.
16. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any homesite unless such a system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from such authority. If, in the future, public sewage disposal facilities are made available to the lot owner in this subdivision, each owner therein shall attach to such facilities within two (2) years of the date of such availability. Right of enforcement of the covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
17. **WATER SUPPLY:** No individual water supply system shall be permitted on any homesite unless such a system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from such authority. If, in the future, public water facilities are made available to the lot owner in this subdivision, each owner therein shall attach to such facilities within two (2) years of the date of such availability. Right of enforcement of the covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

18. SWIMMING POOLS: 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 control committee. No above ground swimming pool shall be permitted unless fenced in order to conceal the pool from outside view.
19. 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 the 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.
20. FENCES: No fence shall be erected on or along any lot line, nor on any homesite, the purpose or result of which will be to limit or obstruct reasonable vision, light, or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hinderance or obstruction to any other property. No fence shall be erected between the front property lines and the front of the dwelling other than a fence of a decorative nature not exceeding forty-two inches in height. Any fence proposed by a property owner must be approved by the architectural control committee before construction proceeds.
21. STORAGE TANKS: Oil or gas storage tanks shall be either buried or located in a residence or garage area so that they are completely concealed from outside view.
22. DRIVEWAYS: All driveways shall be constructed of either cement concrete or asphalt within one year of occupancy of the dwelling.
23. SIGNS: No sign of any kind shall be displayed to the public view upon any homesite, except one sign of not more than five square feet, advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.
24. ENFORCEMENT: If the owner of Lot #1 thru #13 of FOREST RIDGE subdivision shall attempt to violate any of the covenants herein, it shall be lawful for any other owners to prosecute at any proceeding at law or equity against the person violating any such covenant and either prevent him from doing so or to recover any damages or other dues for such violation.
25. TERM: These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. However, at any time, an instrument signed by ALL owners of the lots #1 thru #13 may be recorded to change any covenant herein.
26. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the provisions otherwise contained in this document and they shall remain in full force and effect.

IN WITNESS WHEREOF: The said party as owner and proprietor of the above described subdivision, "Forest Ridge Subdivision", have hereunto set their hand and seal this 30th day of April, 1985.

F & W INVESTMENTS, INC.

By: Philip E. Wubbolding  
Philip E. Wubbolding, President

By: Charles E. Foggatt  
Charles E. Foggatt, Sec/Treasurer

STATE OF INDIANA )  
COUNTY OF HENDRICKS )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared F & W Investments, Inc., represented by its Corporate Officers, Philip E. Wubbolding, President, and Charles E. Foggatt, Secretary/Treasurer, as owner and proprietor of the above described subdivision, acknowledged the execution of the above and foregoing RESTRICTIVE COVENANTS as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 30th day of April 1985.

Pamela A. Bloomer  
Notary Public  
Pamela A. Bloomer, resident of Hendricks County

My Commission expires 1/13/88

