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Indianapolis Downtown—Corporate
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Telephone (317) 684-7556

Subdivision Covenants and Restrictions

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the northeast quarter of Section 30, Township 15
of the southeast quarter of Section 19, Township
ship, Hancock County, Indiana, more particularly

of the northeast quarter of said Section 30, thence
minutes 00 seconds East a distance of 1027.30 feet
Brass Pin at the northeast corner of a 0.97 acre
Indiana, and recorded as Instrument Number
k County, Indiana, thence North 73 degrees 23
t along the north line of said 0.97 acre parcel to
thwest corner thereof, thence South 00 degrees
et along the west line of said 0.97 acre parcel to
orth right of way line of the former Cincinnati,
h 73 degrees 23 minutes 31 seconds West a
ay line of said former railway to a 4 inch by 4
ast half of said northeast quarter, thence North
of 828.06 feet along the west line of the east
h concrete monument at the northwest corner
onds East a distance of 1362.88 feet along the
said Section 19 to a 4 inch by 4 inch concrete
3 seconds East (parallel with the north line of
o a Brass Pin on the east line of said southeast
onds West a distance of 1117.42 feet along the
at the northeast corner of a 2.023 acre parcel
Office of the Recorder of Hancock County,
onds West a distance of 344.88 feet along the
center of the Parish Arm of the Merlau-Jack
tes 11 seconds West a distance of 245.40 feet
cing along the centerline of said drain) to the
as 22 minutes 00 seconds East a distance of
acre parcel to a 4 inch by 4 inch concrete
seconds East a distance of 212.14 feet along
t of beginning, containing 70.162 acres, more
W and subject to any easements of record.

Numbered One thru One Hundred One and

certify that I am a Registered Land Surveyor,
Indiana; that this plat correctly represents a
re monuments shown thereon actually exist;
by me, have been met.



We, the undersigned, Tom Ortman and Associates, Inc., by Tammy L. Ortman, President and
Thomas E. Ortman, Secretary, owner of the real estate shown and described herein do hereby
certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide, said
real estate in accordance with the within plat. This subdivision shall be known as "**HARTING
FARMS SUBDIVISION**", an addition to New Palestine, Indiana. All streets and alleys shown
and not heretofore dedicated, are hereby dedicated to the public.

RESTRICTIVE COVENANTS
"HARTING FARMS SUBDIVISION"

1. Ditches along dedicated roadways and within the right of way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Town Council of New Palestine, Indiana. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed.
2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after within such time, if no action is taken, the Harting Farms Home Owners Association will cause said repairs to be accomplished and the bill will be sent to the affected property owner for immediate payment.
3. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right of way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right of way line extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right of way line with the edge of a driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines.

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4. No sump pump drains or other drains shall outlet on to the street. No drainage structures shall be located within driveway limits.

5. All driveways and vehicle parking areas shall be hard surfaced with either concrete or brick. No gravel or stone driveways will be permitted. No driveway shall have a width less than the width of the garage door associated therewith, which shall be installed by the builder concurrently with the original construction of the house, and which shall be available for use not later than the date of initial occupancy of such house. Further, it shall be the obligation and responsibility of the owner of each lot to install, or cause his builder to install, sidewalks in accordance with the requirements and standards of the applicable ordinance of New Palestine, Indiana, and any amendments thereof, along (and within the right of way) all interior streets in this subdivision upon which such owners lot abuts. Such sidewalk shall be installed by the owner or builder concurrently with the original construction of the house on a lot, and shall be fully completed and available for use no later than the date of initial occupancy of such house. Each house shall also have a continuous concrete sidewalk from the driveway to the front porch or entry way.

6. The minimum square footage of living space of dwellings constructed on various residential lots in the subdivision, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, below ground level shall contain no less than 1600 square feet of minimum ground floor living area for a one-story structure or 1000 square feet of minimum ground floor area if higher than one story, provided higher than one story structures shall have a minimum of 2000 square feet of total living area, and each dwelling shall have a two or three car attached garage.

7. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor homes, trailer, tent shack, basement, or other outbuilding shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or commercial business of any kind will be permitted in this subdivision.

8. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.

9. All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures of the State Board of Health or other civil authority having jurisdiction.

10. No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which shall be or become a nuisance to the neighborhood. All lots must be kept mowed.

11. All residential construction must be completed within one year after the starting date, including the final grading.

12. No parking of any vehicles, other than in a garage, will be permitted on any lot other than in the driveway of the respective lot. Such parking shall only be available for operable, duly registered and licensed automobiles for which there is not available room in an owner's garage. No other vehicles (including, with limitation, automobiles, vans, trucks, campers, motorcycle, motor homes, boats, and trailers) shall be placed or stored on a lot at any time outside of the garage on such lot for more than twenty-four (24) consecutive hours without the approval of the Homeowner's Association (if formed) or Architectural Committee, which may be withheld for any reason. No on street parking shall be permitted for more than twenty-four (24) consecutive hours for any vehicles, without the prior approval of the Homeowners Association (if formed) or the Architectural Committee.

13. All fuel storage tanks in this subdivision shall be buried below ground.

14. No fence or wall shall be erected or placed on any lot nearer to any street than the front of the residence. All fencing must be maintained in good condition. All chain link fences shall be black, brown, green or other vinyl coated color approved by the Architectural Committee.

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- 15. Any external TV Antenna or satellite dish shall be placed behind the residence.
- 16. Each one story and 1 1/2 story residence shall have an exterior construction of no less than 85% brick or stone. This should be interpreted to mean four sides, with 15% accent siding where needed or desired. Each two story residence shall have an exterior constructed of no less than 50% brick or stone. All exterior siding shall be horizontal with the exception of the gables where vertical siding will be allowed. All exposed surfaces of chimneys must be brick or stone veneer on all sides. The roof shall be no less than 6/12 pitch. These requirements can be waived by the developers or their assigns. All waivers shall be in writing.
- 17. No modular or concrete or concrete block homes will be permitted in this subdivision.
- 18. All outbuildings shall be constructed of new materials and be similar in appearance to the residence on the lot on which the building is being built. Such buildings are limited to 200 square feet in size.
- 19. Every one of the restrictions is hereby declared to be independent of and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of the running with the land that the holding shall be without effect on the validity, enforceability, or running quality of any other one of the restrictions.
- 20. In addition to the covenants, limitations and restrictions contained in this plat, all of the real estate described in this plat is or may in the future become subject to certain additional covenants and restrictions contained or to be contained in an instrument which Declarant may record in the Office of the Recorder of Hancock County, Indiana, (the Declaration) providing for a not for profit corporation which may be incorporated under the laws of the State of Indiana by Declarant under the "Harting Farms Homeowners Association, Inc. or a name similar thereto (herein referred to as the "Homeowners Association". The Declaration shall provide for the Homeowners Association to be responsible for the maintenance, upkeep, repair, operation and administration of, or installations and improvements made or to be made by Declarant, and of the sharing of the costs thereof by the owners of all lots and properties contained therein except Block "A" and subject further to all of the rights, powers, duties and obligations of the Homeowners Association, as set forth or to be set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible.
- 21. Block "A" as designated on the plat of "Harting Farms Subdivision" shall not be subject to any of the covenants contained herein.
- 22. "Common Areas", shall mean those areas designated as such in this plat and all improvements located therein set aside for recreation and use by owners of the lots within the subdivision, the structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Retention Ponds (as defined herein), footpaths to and around the ponds, certain shoreline areas of the Ponds as shown on the Plat and any other areas so designated on the plat.
- 23 "Pond" shall mean and refer to the water retention pond(s) and common area portion of the shoreline area as shown on the plat which services or shall serve as part of the storm and surface water drainage system serving the real estate, as such are or in the future shall be more particularly described on the plat. No swimming or ice skating will be permitted on these ponds. Fishing will be permitted if approved by the Homeowner's Association.
- 24. All lots fronting on County Road 500W shall have an on lot turn around. The backing of vehicles onto County Road 500W is prohibited.

- 25. All of the foregoing easements shall be subject to the easements of ingress, egress, in, along, across and through their lots subject to all of the foregoing governmental agencies, Declarant and the jurisdiction of the proper government erected or maintained on any of the walkways and other installations which driveways, walkways and other installations shall be at the risk of the parties and easements herein and hereby
- 26. There shall be, and hereby is, created a "Harting Farms Architectural Committee" (herein the functions provided to be performed which the Declarant no longer owns any date shall be known as the Development relinquishes these right to act as the Architectural Committee not more than three (3) persons designated in the preceding sentence, the Architectural Committee must be owners of lots in the subdivision applicable date for the balance of the term thereafter for the succeeding calendar year called for such purposes by the Architectural Committee meeting the owners of each lot shall be a member of the Architectural Committee with the greatest number of votes among those present at the meeting. Cumulative voting shall not be allowed. No member shall serve for the terms for which they were elected. In the event of the death, disability or resignation of any member thereof shall be conclusively presumed to be a resignation, the remaining member shall fill the vacancy or vacancies created, until the Architectural Committee shall constitute a quorum for any other action, and the decision of the Architectural Committee shall be final, conclusive and binding except as otherwise provided, and the Architectural Committee shall be responsible for any errors or omissions contained herein.

The foregoing covenants are to run with the land and shall be binding on all owners claiming under then until January 1, 2004, and shall be extended for successive periods of ten (10) years. The invalidation of any one of the foregoing covenants shall not constitute the invalidation of any one of the foregoing covenants which shall affect any of the other covenants which shall remain in full force and effect.

Witness our hands and seals this 18

Tammy L. Ortman
Tammy L. Ortman, President

State of Indiana)
) SS
County of Rush

Before me, the undersigned Notary Public, in and to the presence of Tammy L. Ortman and Thomas E. Ortman, as their execution of the foregoing instrument as their true and lawful acts and intentions, and their expressed

Witness my hand and notarial seal this 18

RESTRICTIVE COVENANTS

behind the residence.

exterior construction of no less than sides, with 15% accent siding where exterior constructed of no less than than the exception of the gables where veneers must be brick or stone veneer requirements can be waived by the

permitted in this subdivision.

and be similar in appearance to the buildings are limited to 200 square

dependent of and severable from the restrictions, and of and from every restrictions shall be held to be invalid or the land that the holding shall be equality of any other one of the

contained in this plat, all of the real estate to certain additional covenants which Declarant may record in the declaration) providing for a not for the State of Indiana by Declarant a name similar thereto (herein declaration shall provide for the care, upkeep, repair, operation and maintenance to be made by Declarant, and of the parties contained therein except the duties and obligations of the Declarant. If there is any conflict contained in this plat and any other plat, the conflicting covenant or restriction shall be final, conclusive and binding. The restrictive covenants shall be applicable to

"division" shall not be subject to

in this plat and all improvements lots within the subdivision, the streets, lights, park areas, street easements and around the ponds, certain easements as so designated on the plat.

and common area portion of the easement is part of the storm and surface water in the future shall be more fully permitted on these ponds. easement.

around. The backing of

25. All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress, in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Declarant and the Homeowners Association (when formed) therein and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are specifically permitted hereunder, any walls, fences, driveways, walkways and other installations erected and maintained on any of the foregoing easements shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created.

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26. There shall be, and hereby is, created and established a committee to be known as the Harting Farms Architectural Committee" (herein referred to as the Architectural Committee" to perform the functions provided to be performed by it hereunder. Until the earliest of (a) the date upon which the Declarant no longer owns any lots in this subdivision (the period of time preceding this date shall be known as the Development period), (b) the date upon which Declarant voluntarily relinquishes these right to act as the Architectural Committee, or (c) July 1, 1997, Declarant (or not more than three (3) persons designated by Declarant shall constitute, act as and perform the functions of the Architectural Committee. After the applicable date set forth in the immediately preceding sentence, the Architectural Committee shall consist of three (3) persons (all of whom must be owners of lots in the subdivision), to be elected annually (in the month following such applicable date for the balance of the then current calendar year, and in December of each year thereafter for the succeeding calendar year) by the owners of lots in this subdivision at a meeting called for such purposes by the Architectural Committee or by the owner of any lot. At such meeting the owners of each lot shall be entitled to one (1) vote for each lot owned by each member of the Architectural Committee to be elected, and the three (3) persons receiving the greatest number of votes among those present in person or by proxy and voting shall be deemed elected. Cumulative voting shall not be allowed. Members of the Architectural Committee shall serve for the terms for which they were elected, and until their successors are duly elected. In the event of the death, disability or resignation of any member of the Architectural Committee (and any member thereof shall be conclusively presumed to have resigned if he no longer owns any lot in this subdivision), the remaining member or members shall select the successor or successors to fill the vacancy or vacancies created, until the next election. A majority of the members of the Architectural Committee shall constitute a quorum for any approval or disapproval, or the taking of any other action, and the decision of a majority of such members shall control without exception and be final, conclusive and binding. The architectural committee shall not be responsible for any errors or omissions contained in the construction plans of any residence.

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Ru President

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under then until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants by judgment or court order, shall in no way affect any of the other covenants which shall remain in full force and effect.

The New conformit provisions plat meets

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Witness our hands and seals this 18 day of October, 1994.

Tammy L. Ortman, President

Thomas E. Ortman, Secretary

As provide of Indiana "HARTING" incorporate present.

State of Indiana) SS County of Rush

Certified a

Before me, the undersigned Notary Public, in and for said County and State, personally appeared, Tammy L. Ortman and Thomas E. Ortman, and each separately and severally acknowledge the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Chairman

Witness my hand and notarial seal this 18 day of October 1994.

Notary Public



Resident of Rush

Handwritten initials/signature

HARTING FARMS SUBDIVISION

DEVELOPER'S ADDITIONAL DECLARATION OF COVENANTS

This Additional Declaration of Covenants (hereinafter "Declaration") is made this 23rd day of November, 2005, by Tom Ortman and Associates, Inc. (hereinafter "Declarant"), developer of the Harting Farms Subdivision, an Addition to the Town of New Palestine, Hancock County, Indiana, the Plat of which was recorded October 24, 1994, in Plat Cabinet B, Slide 241 as Instrument #94-11008, and the Revised Plat was recorded November 2, 1994, in Cabinet B, Slide 243 as Instrument #94-11338, in the Office of the Recorder of Hancock County, Indiana (the original Plat and the Revised Plat are hereinafter collectively referred to as the "Plat"). Block A and Lot 101 (collectively referred to as "Block A" hereafter) of the Subdivision are hereby excluded from this Declaration.

I. Recitals:

WHEREAS the Plat contains and sets forth the original Restrictive Covenants of Hartings Farm Subdivision (hereinafter "Covenants");

WHEREAS the Covenants run with all the land within the Harting Farms Subdivision (hereinafter "Subdivision");

WHEREAS the Declarant was the entity identified as the "Declarant" within the Covenants; and

WHEREAS the Covenants reserved unto Declarant the following authority to record this Declaration:

In addition to the covenants, limitations and restrictions contained in this plat, all of the real estate described in this plat is or may in the future become subject to certain additional covenants and restrictions contained or to be contained in an instrument which Declarant may record in the Office of the Recorder of Hancock County, (the Declaration) providing for a not for profit corporation which may be incorporated under the laws of the State of Indiana by Declarant under the "Harting Farms Homeowners Association, Inc." or a similar name thereto (hereinafter referred to as the "Homeowners Association." The Declaration shall provide for the Homeowner Association to be responsible for the maintenance, upkeep, repair operation and administration of costs thereof by the owners of all lots and properties contained therein except Block "A" and subject further to all of the rights, powers, duties and obligations of the Homeowners Association as set forth or to be set forth in the Declaration.

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WHEREFORE, pursuant to such authority the Declarant does hereby make the following declarations, all of which shall apply to and run with all of the real estate described in the Plat:

II. Declarations:

1. The Declarant hereby authorizes and approves of the creation of an Indiana non-profit corporation identified as Harting Farms Homeowner's Association, Inc. (hereinafter the "Association") (whether such corporation was created prior to or subsequent to this Declaration).

2. The Declarant hereby assigns to the Association all authority and power that the Declarant possessed as described within the Covenants.

3. The Association is hereby authorized to adopt bylaws that shall provide for the following:

a. Membership criteria and the procedures for the conduction of member meetings;

b. Voting rights at meetings;

c. The creation of a board of directors and rules regarding its operation;

d. The procedures for the appointment of officers of the Association and the delineation of their authority;

e. Requirements for the amendment of the bylaws;

f. Identification of the responsibilities of the Association;

g. The power of the Association to enforce the Covenants and/or any provision of the bylaws, which shall include, but not be limited to, the power to authorize individual lot owners to enforce the Covenants in certain circumstances, the power to recoup the Association's attorneys fees and costs of collection incurred in any such enforcement action, in addition to damages and the seeking of injunctive relief;

h. The power to charge individual lots with annual assessments, to be paid by the lot owners to the Association;

i. The authority to establish methods by which the Association shall determine the amount of annual assessments that shall be charged against all lots in the Subdivision and the owners thereof to pay for the costs of improving, repairing, operating, and maintaining the common areas, to pay for the enforcement of the Covenants, to pay for the

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maintenance and operation of the Association, and to pay for any and all other costs and expenses that the board of directors of the Association shall, from time to time, decide are reasonable and appropriate costs to be incurred and paid by the Association;

i. The power to control and maintain the Common Areas within the Subdivision;

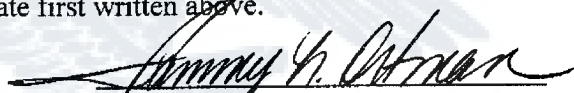
j. The rules and procedures that shall apply to the operation of the Architectural Committed identified in the Covenants; and

k. Any and all other power and authority that the laws of the State of Indiana authorize non-profit corporations to possess and exercise.

4. The Association is hereby authorized to set forth, within its bylaws, any and all other covenants and restrictions that the Association believes are appropriate and reasonable for the proper administration of the Association's authority and/or the proper maintenance and appearance of the Subdivision.

5. The Declarant hereby relinquishes the Declarant's authority and control of the architectural development of the Subdivision in favor of the Architectural Committee identified and referred to within the Covenants.

Signed by Declarant on the date first written above.



Tammy L. Ortman, President
Tom Ortman and Associates, Inc.

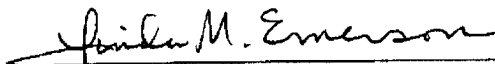
STATE OF INDIANA)
COUNTY OF MARION)SS:

Before me, a Notary Public in and for said County and State, personally appeared Tammy L. Ortman, who affirmed that she is the President of Tom Ortman and Associates, Inc., that she was authorized to execute the foregoing document on behalf of Tom Ortman and Associates, Inc., and who acknowledged the execution of the foregoing document.

Witness my hand and Notarial Seal this 23rd day of November, 2005.

My Commission expires:

1-15-08
Resident of Marion County



(Signature)
Linda M. Emerson
(Printed)

