

Hickory
Park

HIC

The undersigned, the SSD DEVELOPMENT CORP., an Indiana Corporation, hereby make, plat and subdivide, lay off and dedicate said described real estate into lots and streets in accordance with this certified plat, which addition shall be known as HICKORY PARK, Section I, Marion County, Indiana. That the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in ~~the above plat or any portion thereof~~ shall be subject to the following restrictions, which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to-wit:

1. There are strips of ground as shown on the plat marked drainage and/or utility easements which are reserved as easements for the use of the municipality in which this addition is located and public utility companies for the installation, maintenance, use, repair and removal of water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy of residential purposes of the houses to be erected in this addition. No buildings or other structure except walks or driveways shall be erected or maintained upon, over, under or across any such utility strips for any use except as set forth herein and owners in this addition shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.

(A) Drainage Easements (D.E.): -are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction on any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority.

TOTAL P.06

title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated.

2. (A) Definitions-"Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.
 - (B) Front Yards-The front building setback lines shall be as set forth upon this plat of the Development.
 - (C) Cul-De-Sacs-If a particular lot abuts on a cul-de-sac, the front building setback line shall be as shown on the plat of that lot.
 - (D) Side Yards-The side yard setback lines shall not be less than aggregate of sixteen (16) feet, provided, however, no side yard shall be less than six (6) feet from the side lines of the lot.
 - (E) Rear Yards-Rear setback lines shall be at least twenty (20) feet from the rear lot line, excepting in the case of water frontage lots where setbacks shall be as set forth upon this plat of the development.
3. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted on any lot other than as stated under the D-3 zoning as specified in the Marion County Zoning Ordinance as amended and presently in effect in Marion County, Indiana. No multi-family dwellings or duplexes shall be erected, placed or permitted on any lot.
4. No building shall be located on any lot nearer to the property line than the minimum building setback lines shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. No building or structure of any kind, including additions, alterations, fences, screens, and walls shall be erected or altered on the property until the plans and specifications, location and plot plan thereof in detail and to scale, shall have been submitted to and approved by the undersigned in writing before any construction has begun. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing and electrical requirements of all applicable regulatory codes. Refusal or approval of plans and specifications, location and plot plan by the undersigned may be based on any ground including pure aesthetic grounds in the sole and absolute discretion of the undersigned. The undersigned shall not be responsible for any structural defects in such plans, specifications or in any building or structure erected according to such plans and specifications.

KORY PARK

- 075685
6. No structure of a temporary nature, outbuilding of any kind not attached to the main residence, including, but not necessarily limited to any trailer, tent, basement, space, garage, barn, dog house, or other outbuilding shall be constructed, moved onto or used on any lot at any time, for any purpose. Mini barns must be approved by the Architectural Control Committee.
 7. No single story dwelling shall have a ground floor area less than 1,200 square feet and no two story dwelling shall have a ground floor area less than 800 square feet.
 8. Each dwelling shall have at least a two car attached garage. Open sided carports are specifically prohibited.
 9. All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood.
 10. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line, and in no case shall be greater than three and one-half (3.5) feet in height. Approval shall be as provided in part six (6). No fence of any nature shall be erected within the boundaries of any basements reserved on this plat, except in areas noted as signage easement.
 11. No fence, wall hedge or shrub planting which obstructs sight line at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on a lot within 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 distances of such intersection unless the foliage life is maintained at sufficient height to prevent obstruction of such sight lines.
 12. No downspouts shall be connected to or caused to discharge rainwater into any sanitary sewer.
 13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 100 square feet, one sign of not more than five square

domestic household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

17. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.
18. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by the undersigned. No outside antennas, poles, masts, towers or satellite discs shall be permitted unless approved in writing by the undersigned.
19. All oil tanks and bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties. Any stationary air-conditioning units must be similarly walled-in, screened or appropriately landscaped.
20. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from the street or adjacent property except on days of collection.
21. No outdoor clothes drying or apparatus shall be allowed.
22. Once commenced, the initial construction of any residence upon any lot in this subdivision shall be completed within a reasonable time, and no incomplete structure shall be permitted to exist on any lot for an unreasonable period of time after construction is commenced.
23. In general unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the development except as provided herein.
24. Invalidity 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.
25. The Owner of any lot, developer, their successors or assigns, shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, or covenants imposed by these covenants, but adulterant shall not be liable for damages of any of the restrictions. No delay or failure by any person to enforce any restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of person to assert any right available in and upon the occurrence, recurrence or continuation of any violation or violations of the restrictions. In the event that declarant shall deem it necessary to enforce any restrictions, the owner shall pay reasonable attorney's fees and court costs if declarant shall prevail in said litigation.

075685

RECEIVED FOR RECORD

89 AUG -4 AM 11:51

MARION COUNTY RECORDER

SECT

26. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance 58-AC-3, as amended or any conditions attached to approval of this plat by the Plat Committee of the Metropolitan Development Commission.
27. The within covenants, limitations and restrictions shall run with the land and shall be binding on all parties and persons claiming under them. Such provisions shall be in full force and effect until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
28. Wherever the terms "undersigner", "developer", or "declarant" are used in this document, they shall be defined as SSD DEVELOPMENT CORP., their successors or assigns.

IN WITNESS WHEREOF, this indenture has been executed by the undersigned, SSD DEVELOPMENT CORP., BY MEREDITH L. SHOTTS, PRESIDENT AND MICHAEL G. SHOTTS, TREASURER respectively, for and in behalf of such ownership this 7TH day of FEBRUARY 1989.

Meredith L. Shotts
Meredith L. Shotts, Pres.

Michael G. Shotts
Michael G. Shotts, Treas.