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Subdivision Covenants and Restrictions

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ENTERED FOR RECORD

MAY 17 1993

9130

FOR
1357
Hendricks County Recorder
At 2:55
PM 291-63

RESTRICTIONS OF "PRAIRIE MANOR"

The following restrictions apply to all dwellings and grounds within the "Prairie Manor":

I, the undersigned, Elwin Wilson as sole Owner and Proprietor of the above described real estate lying within Hendricks county, Indiana, do hereby state that said tract is to be subdivided into twenty-two (22) lots numbered from one (1) to twenty-two (22) consecutively, and that said subdivision will be known as Prairie Manor, and further hereby and by this indenture restrict the above real estate as to, the whole or any part thereof, to any of their Grantees, Assignees, Successors, Heirs, or legal Representatives and to any person, persons, corporations, banks, associations and/or anyone who may obtain title to any portion of the above described real estate as to the following terms, stipulations, conditions, restrictions and covenants, to-Wit:

1. The within plat shall be known and designated as Prairie Manor, an addition to Hendricks County, Indiana.

2. No building shall be erected, placed or altered on any lot in this subdivision until the plans, specifications and plot plan showing location of such building has been approved by the developer or an authorized representative.

3. No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, 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 points 25 feet from the intersection of said street lines.

4. Front building lines are established as shown on this plat between which lines and the front property lines there shall be erected no structures. No fences shall be erected closer to the front property line than such building lines, nor shall any building be erected nearer than 15 feet to any side line of a lot.

5. No trailer, tent, shack, storage tank, or temporary structure shall be allowed on any lot. An unattached garage or building must have the same exterior construction as the dwelling and have the same roof pitch. Exterior of mini barns must be wood siding. No motor home or camper shall be stored outside on any lot, nor any semi-parking.

6. No one story single dwelling shall be erected having a ground floor area of less than 1800 square feet, no two story single dwelling shall be erected having a ground floor area of less than 1500 square feet and a total of less than 1900 square feet of finished floor space, exclusive of open porches, garages, or basements.

7. No noxious or offensive trade shall be carried on upon any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

8. No poultry, dogs or other animals shall be raised or maintained in an outside pen on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird in house.

9. All dwelling exterior walls shall contain forty percent brick or stone veneer minimum, the remainder of exterior walls shall be wood and have two car attached garage-minimum, and roof pitch to be 7 1/2 in 12 minimum.

10. There are strips of ground shown on the within plat designated as "Drainage and Utility Easements" which are hereby reserved for the use of the Utility Companies for the installation and maintenance of Distribution Systems, subject at all times to the authority of civil authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The Owners of lots in this subdivision, however, shall take their title subject to the rights of the Utilities and to those of the Owners of lots in this subdivision to said easement herein granted for ingress and egress in, along, across and through the strips of ground so reserved.

11. If agreed to by the County Engineer prior to final subdivision approval, basement drains intercepting and carrying only excess ground water may be connected to tile drains instead of to subsurface drains (Sec. 4.6.6.), but such permission cannot be granted unless said connections are made to stub laterals which are installed in accordance with Section 4.6.6. as an integral part of and during the construction of the tile drain. Basement drains that are sanitary drains shall be discharged into the sanitary disposal system which serves the building. Roof Drains (downspouts) shall not be connected to the drains specified herein.

12. A hard surface driveway must be constructed within one year after the completion of the house on each lot.

13. Finish grading and landscaping shall be done in a way not to cause ponding or restrict water runoff over any lot.

14. No swimming pool shall be constructed to allow water level to be above ground level.

15. No satellite dish or similar device shall be placed closer than 100 feet from front property line on any lot.

16. The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof is hereby dedicated and reserved to the Owners of the several lots in this addition their heirs or assigns and the Hendricks Plan Commission, their successors or assigns who shall be entitled to such relief without being required to show any damage of any kind to any such Owner or Owners by or through any such violation or attempted violation. Said provision 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 years unless by a vote of the majority of the Owners it is agreed to change the covenants in whole or in part. Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THE ABOVE CONVENANTS WERE PREPARED BY: Elwin Wilson, Owner

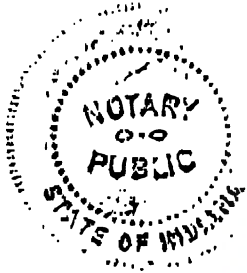
IN WITNESS WHEREOF, said parties, as Owners, and proprietors, have here unto set their seal this 12 day of MAY 1993.

Signed: Elwin Wilson

Subscribed and sworn to before me, a Notary Public in and for said County and State this 12 day of May 1993.

My commission Expires: February 8, 1997

David L. Gaston Notary Public.
David L. Gaston



Revised paragraphs 6 and 9 on May 3, 1990

These covenants supersede the Covenants Recorded February 2, 1990 in Book 120, page 642-44 filed in the office of Recorder, Hendricks County Courthouse, Danville, Indiana.

Revised paragraphs 2,5,6 and 9 on May 21, 1991.

Revised paragraphs 4 and 6 on May 12, 1993.