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Subdivision Covenants and Restrictions

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This 2 day of Mar A.D. 1955 at 9:05 o'clock A.M.
and recorded in record 8 Page 160

Rosalyn C. Nolting
RECORDER BARTHOLOMEW COUNTY

Entered for record March 26, 1955 at 11:09 A.M.

Maudie E. Rynerson R.H.G.

No. 5962

DECLARATION OF COVENANTS

The undersigned, Donald E. Gray and Evelyn A. Gray, his wife and Otis James Gray and Eleanor Jane Gray, his wife, as owners and proprietors of Prairie Village, Section 1, an addition to the Town of Brownsburg, Hendricks County, Indiana, hereby certify that they have laid out, platted and subdivided the land included in said Addition in accordance with the verified plat of said Addition which has been duly approved and accepted by the Town Board of said Town of Brownsburg and the Brownsburg Planning Commission, recorded February 23, 1955, in the office of the Recorder of Hendricks County, Indiana, in Plat Book numbered 4.



That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided real estate, and more particularly described and identified by reference as Numbered Lots on the Plat of Prairie Village, Section 1 of record in the plat book above mentioned.

1. -FULLY PROTECTED RESIDENTIAL AREA. 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 one story in height and a private garage for not more than two cars.

2.--BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line shown on the recorded plat. In any event no dwelling shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line, except as shown on the recorded plat. The sum of the side yards shall equal not less than 20% of the lot width with a minimum width of 5 feet for either side yard, except that no side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and open porches shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

3.--DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet for a one-story dwelling.

4.-- No trailer, basement, tent, shack, garage, barn or other out-building erected upon said property shall at anytime be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5.--Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

6.-- Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean sanitary condition.

7.--Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 70 feet, except those lots shown on the recorded plat, at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet except that a dwelling may be erected or placed on lot numbered 64 as shown on the recorded plat.

8.--SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 25 feet from the intersection of the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9.-- These covenants are to run with the land shall be binding on all parties and



for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots that has been recorded, agreeing to change said covenants in whole or in part.

10.--Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF, the said parties as owners and proprietors of the above described addition to the Town of Brownsburg, Indiana, have hereunto set their hands and seals this 23rd day of February, 1955.

Donald E. Gray
Donald E. Gray
Evelyn A. Gray
Evelyn A. Gray
Otis James Gray
Otis James Gray
Eleanor Jane Gray
Eleanor Jane Gray

STATE OF INDIANA)
) ss.
HENDRICKS COUNTY)

Before me, the undersigned Notary Public within and for said County and State, personally appeared Donald E. Gray and Evelyn A. Gray, husband and wife, and Otis James Gray and Eleanor Jane Gray, husband and wife, as owners and proprietors of the above described addition to the Town of Brownsburg, Indiana, and acknowledged the execution of the above Declaration of Covenants to be their voluntary act and deed. Witness my hand and notarial seal this 23rd day of February, 1955.

Orville M. Sallee Jr.

(SEAL)
My commission expires June 21, 1957.

Entered for record March 28, 1955 at 2:52 P.M.

Maudie E. Repman

R.H.C.