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Subdivision Covenants and Restrictions

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COVENANTS

FOR

PRESTWICK ESTATES SEC. 1

HENDRICKS COUNTY

SEE CCR'S FOR PRESTWICK ALSO



over the storm and sanitary waste disposal system of said city and/or county for the purpose of installation and maintenance of sewers that are part of said system. "Utility Easements" (U.E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires; and also all rights and uses specified for sewer easements above designated. All such easements shall include the right of reasonable ingress to and egress from said strips for the exercise of the other rights reserved.

Access Easements are also shown on the within plat. Access Easement "A" shall be reserved and utilized by the owners of Lots 1 through 7 for ingress to and egress from their respective lots. Access Easement "B" shall be reserved and utilized by the owners of Lots 21 and 22 for ingress to and egress from their respective lots. The cost of maintenance of the improvements within the Access Easements including the pavement, grass and drainage shall be shared equally by the lot owners above designated for whom the respective easements are reserved and by acceptance of a conveyance of any such lot the grantee covenants and agrees to pay his pro-rata share of such costs.

No residence, dwelling house or any other structure whatsoever shall be used for the purpose of carrying on a business, trade, profession or any other calling.

"Building Lines" (B.L.) are established as shown on this plat between which line and the front lot line no building shall be erected, placed, altered or permitted to remain. No structure or any part thereof shall be built or erected nearer than 10 feet to any side yard line on one side and the total of both side yards shall not be less than 20% of the entire width of the lot as measured at the building line, or nearer than 25 feet to any rear lot line.

The owner of Lot 8 shall not have access directly off of 100 South Road and shall not have a driveway entrance or exit onto Ridgeview nearer than 90 feet from the north property line of Lot 8.

No fence, wall, hedge 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, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly. Additionally, each lot owner shall be responsible for maintaining the slightly appearance of "Drainage Easements" over his respective lot. In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provision of these restrictions, the Building Committee shall have the right, but not the obligation, by and through its agents, employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform with the requirements of these restrictions. The cost therefore to the Building Committee shall be collected in any reasonable manner from the owner or owners as determined by the Building Committee. Neither the Building Committee nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed thereunder.

The owner of each lot in the Development shall be entitled to the use and enjoyment of the Common Areas and Community Facilities of Prestwick Community Services Association, Inc., as defined in that certain Declaration as supplemented from time to time, recorded on February 5, 1974, as Instrument #6410, in Book 68, pages 55 - 74, in the Office of the Recorder of Hendricks County, Indiana and as a precedent to ownership of a lot, each owner covenants and agrees to pay annual charges to the Prestwick Community Services Association, Inc. for the use and enjoyment of the Common Areas and Community Facilities. The amount of the annual charge shall be based on the cost of operation and maintenance of such facilities exclusive of roadways and street lighting thereof for the year of such usage and based on the number of lots in the subdivision in proportion to the total of all living units in the planned unit development known as Prestwick plus all lots in the subdivision.

If street lighting is installed on the streets within the subdivision, the cost of maintenance and operation of such street lighting shall be shared equally by each lot owner in the subdivision. Contracts with public utilities covering operation and maintenance of street lighting will be entered into by Prestwick Community Services Association, Inc. on behalf of the lot owners, and each lot owner covenants and agrees to pay to Prestwick Community Services Association, Inc. his pro-rata share of the contract charges by the utility company.

No poultry or farm animals shall be kept on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird properly confined to his particular lot.

No camper, motor home, truck, trailer or boat shall be stored in the open in public view.

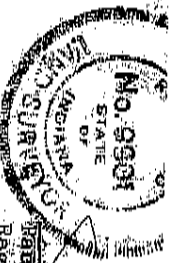
The right to enforce the within provisions, restrictions and covenants, by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns and the Hendricks County Plan Commission and its successors, 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 provisions (as they may be amended under Covenant 20) shall be in full force and effect until it is agreed that the covenants shall terminate in whole or in part.

Invalidation of any one of these restrictions or part thereof by judgment or court order shall not affect or render the remainder of said restrictions invalid or inoperative.

Any limitations or restrictions herein contained may be amended from time to time if the owners of at least two-thirds of the lots agree thereto. Each amendment shall be evidenced by written instrument signed and acknowledged by the owner or owners concurring therein, setting forth the facts sufficient to indicate compliance with this instrument and recorded in the Office of the Recorder of Hendricks County, Indiana. Each amendment is subject to the approval of the Hendricks County Plan Commission.

Witness our hands and seals this 14th day of January, 1976.

INDIAN REALTY, INC.



Handwritten signature of the notary public, followed by the printed name and title: "Handwritten Name, Registered Land Surveyor #9901".

The undersigned, Indun Realty, Inc., owner of the real estate shown and described here in being a part of land described, covered by quit claim deed and recorded as instrument #8553, plat book 236, pages 25 to 531, inclusively, in the Office of the Recorder of Hendricks County, Indiana on May 7, 1975, do hereby certify that we have said 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 and designated as Preswick Estates-Section One, in addition to Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of lots in this subdivision, we undersigned owner hereby adopts and establishes following protective covenants, each and all entering to the benefit of each and every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding and to be each grantor and their heirs and/or assigns.

1. All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public.

2. Any use in said subdivision shall be known and described as residential lots and no lots will be subdivided into two or more building lots without the express, written consent of the Building Committee.

3. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling, a private garage and such other outbuildings usual and incidental to the use of such residential lot.

4. No residence, dwelling house, garage, servant's quarters or other structure of any nature, composition or description shall be constructed or erected on any lot within the building plans, including plat plans, specifications, plans for landscaping and any other data or information which may be required to be delivered to the Building Committee for its approval, said approval to be evidenced by a written instrument and stamped approval executed by the Building Committee.

5. The Building Committee shall consist of three members, appointed by the Indun Realty, Inc., successors or assigns. The members of said committee shall be subject to removal at any time, with or without cause. Any vacancy which occurs from time to time shall be filled by the Development Company, its successors or assigns. A majority of the said members shall constitute a quorum, or approval or disapproval of any plans submitted and the decision of the majority shall control without exception and their decision shall be final. The Committee shall determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures in the subdivision and a planned unit development known generally as Preswick, and whether the building and property set-back lines comply with plat requirements. In the event that the Building Committee does not indicate in writing its approval or disapproval of plans submitted within a period of 15 days after submission, the Committee shall be deemed to have approved such plans. No change or adjustment of plans or giving approval as provided, the Building Committee may allow reasonable variances or adjustment in conformity with the general intent and purposes of these restrictions or adjustments, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions or adjustments. The Development Company, its successors or assigns, shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

No residence or dwelling shall be constructed on any lot or part thereof unless such residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 1500 square feet if a one-story structure, or 1000 square feet if a higher structure, provided also that in case of a building higher than one-story floor shall be at least 500 square feet in addition to the ground floor area.

No trailer, shack, tent, basement, garage or other out-building shall be used at any time as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

Easements: There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.), "Sewer Easements" (S.E.) and "Utility Easements" (U.E.) either used solely or in any combination of the three, which are reserved for the use of the public utility companies and governmental agencies as follows: "Drainage Easements" (D.E.) are created to provide paths and courses for area and local storm drainage, either overlaid or in adequate underground conduit, to serve the needs of this and adjoining ground and/or public drainage system. No structure including fences, shall be built upon said easement, which will obstruct flow from the area being served. By acceptance of a deed to a lot, each owner covenants and agrees to pay a pro-rata share of the cost to repair and maintain all Drainage Easements shown on the plat in the form of assessments by the Building Committee. Sewer Easements (S.E.) are created for the use of the private sewer utility or its successors or the local governmental agency having jurisdiction (continued next page -)