

RESTRICTIVE COVENANTS FOR QUAIL RIDGE SUBDIVISION

PHASE I, SECTION 5

81 31300

HANGLEWOOD DEVELOPMENT CORPORATION, an Indiana Corporation, being the owner of all real estate platted as QUAIL RIDGE SUBDIVISION in addition to the City of Indianapolis, Marion County, Indiana, does hereby dedicate forever for public use all the streets and the easements shown on the recorded plat are hereby reserved for the purpose thereon indicated.

Said owner does also hereby establish the following conditions, covenants and restrictions to govern the use and occupancy of

1. All lots shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted which are for any purpose other than residential use. All structures which shall be erected, altered, placed, or permitted shall be in accordance with the provisions of these Restrictions.

2. No building, wall, fence, or other structures, shall be erected, or placed, on any building plot, until the building plans, showing the location of such buildings have been approved in writing as to the conformity and harmony of external plans, in QUAIL RIDGE SUBDIVISION, PHASE I, SECTION 5, and as to location of the building with respect to topography and finish. Building Committee composed of John E. Smith, James C. Hilligoss, and D. Eugene Ruback, or by any two of them. In the event of any member of said Committee, the remaining members shall have full authority to appoint a new member with like authority.

3. Committee, or any one of the members, fails to disapprove, or approve, such design and location within thirty (30) days after the date of commencement of construction, or in any event, if no suit to enjoin the erection of such building, or the making of any other improvements, has been commenced prior to the completion thereof; such approval will not be required and this covenant will be deemed to have been approved. However, in such an event, any fence, or wall, shall conform, without exception, in design and harmony with the external improvements. None of the members of the said Committee shall be entitled to any compensation for services performed pursuant to this covenant unless prior to said date and effective thereon, a majority of the lot owners of QUAIL RIDGE SUBDIVISION, PHASE I, shall have theretofore exercised the same powers previously exercised by said Committee.

4. No building shall be located nearer to the front lot line, nor nearer to any side street line, than the building setback of the streets, or from the dedicated cul-de-sacs, nor shall any building be located nearer than six (6) feet to any side of the street, or from the dedicated sight lines at an elevation between two (2) and six (6) feet above the roadways, shall remain, on any corner lot within the triangular area formed by street property lines and a line connecting them at points the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at a distance of not less than the sight lines.

5. All lawns will be sodded, or otherwise protected, from erosion onto adjoining real estate, as shall be determined by the Board of Health.

6. No noxious, or offensive, trade, or activity, shall be carried on upon any lot, nor shall anything be done thereon which is a nuisance, to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn, or other outbuilding, shall at any time be used as a residence, temporary structure, or as a shelter, or as a temporary residence, regardless of character.

8. Outslide clothes-drying lines and equipment are permitted, provided that the same shall be screened from the view of other lots.

9. The structure erected, altered, placed, or permitted, to remain on any building plot, shall comply with the following requirements:

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RESTRICTIVE COVENANTS FOR QUAIL RIDGE SUBDIVISION

POOR ORIGINAL

PHASE I, SECTION 5

81 31300

ORATION, an Indiana Corporation, being the owner of all real estate platted as QUAIL RIDGE SUBDIVISION, PHASE I, SECTION 5, an Indianapolis, Marion County, Indiana, does hereby dedicate forever for public use all the streets and ways shown on said plat, and recorded plat are hereby reserved for the purpose thereon indicated.

establish the following conditions, covenants and restrictions to govern the use and occupancy of the lots in said addition:  
and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain, on any plot,  
use other than residential use. All structures which shall be erected, altered, placed, or permitted to remain, on any plot,  
with the provisions of these Restrictions.

, or other structures, shall be erected, or placed, on any building plot, until the building plans, specifications, and plot  
tion of such buildings have been approved in writing as to the conformity and harmony of external design with other structures  
ION, PHASE I, SECTION 5, and as to location of the building with respect to topography and finished ground elevation; by a  
posed of John E. Smith, James C. Hilligoss, and D. Eugene Rubeck, or by any two of them. In the event of resignation, or death,  
Committee, the remaining members shall have full authority to appoint a new member with like authority. In the event said  
the members, fails to disapprove, or approve, such design and location within thirty (30) days after said plans and specifications  
mitted to it; or in any event, if no suit to enjoin the erection of such building, or the making of such alterations, has been  
completion thereof; such approval will not be required and this covenant will be deemed to have been fully complied with.  
it, any fence, or wall, shall conform, without exception, in design and harmony with the external design of the dwelling.

he said Committee shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and  
and the members thereof, shall cease on and after January 1, 2001. Thereafter, the approval described herein, shall not be  
said date and effective thereon, a majority of the lot owners of QUAIL RIDGE SUBDIVISION, PHASE I, SECTION 5, appoint repre-  
ereafter exercise the same powers previously exercised by said Committee.

ated nearer to the front lot line, nor nearer to any side street line, than the building setback lines shown on the recorded  
building shall be located on any residential building plot nearer than twenty-five (25) feet from the dedicated right-of-ways  
the dedicated cul-de-sacs, nor shall any building be located nearer than six (6) feet to any side property line.  
Obstructs sight lines at an elevation between two (2) and six (6) feet above the roadways, shall be placed, or permitted to  
it within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from  
street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No  
to remain within such distances of such intersections, unless the foliage line is maintained at sufficient heights to prevent  
t lines.

, or otherwise protected, from erosion onto adjoining real estate, as shall be determined by the Building Committee heretofore  
trade, or activity, shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance, or  
hood.  
nt, shack, garage, barn, or other outbuilding, shall at any time be used as a residence, temporarily or permanently, nor shall  
temporary residence, regardless of character.  
lines and equipment are permitted, provided that the same shall be screened from the view of other lots and the street.  
tered, placed, or permitted, to remain on any building plot, shall comply with the following requirements:  
not be used as a residence, temporarily or permanently, nor shall

any shelter used as a temporary residence, located on any lot, shall be screened from the view of other lots. Outside clothes-drying lines and equipment are permitted, provided that the same shall be screened from the view of other lots. The structure erected, altered, placed, or permitted, to remain on any building plot, shall comply with the following requirements:

- a. Minimum house size shall be 1000 sq. ft. exclusive of garage, open porch and patio on a one-story residence and a minimum floor area if higher than one story with a minimum gross floor area of 1200 sq. ft. on higher than one-story structures.
- b. The over-all average house size shall exceed 1200 sq. ft. and the Developer shall maintain a continuous monitoring record benefit of the Improvement Location Permit Clerk.
- c. There shall be no two-family dwellings in the subdivision and all homes shall have a two-car attached garage and paved driveway. Each dwelling should have an exterior of at least 50% stone or brick masonry veneer; if not dwelling will be designed arch community as determined by the Building Committee.
- d. Each dwelling shall have a minimum of two (2) full bathrooms.
- e. No boat, or travel trailer, or motor home of any description, shall be stored on any lot exposed to view from the street or TV antennas, or towers of any type, shall not be permitted on any lot. Overhead utility lines, including power and telephone lines and all lead lines to the dwelling shall be underground.

10. No parking of any vehicle shall be permitted on the street, or cul-de-sac, between the hours of 2:00 a.m. and 6:00 a.m. No truck require a "Truck License" shall be parked, or permitted to remain, on any street or cul-de-sac, or on any part of the lot, unenclosed by a garage and not exposed to view. Trucks making deliveries, or present in connection with service, repair, or construction, shall be permitted on any lot (unless stored in garage and not exposed to view), street, or cul-de-sac, No unlicensed vehicle shall be permitted on any lot (unless stored in garage and not exposed to view), street, or cul-de-sac, (24) hours. All automobile repairs for gain are prohibited, and if performed by owner for a member of that household, said repairs shall be performed in the garage and not exposed to view.

11. Any and all fences, or ornamental yard lights, on the lots in Quail Ridge Subdivision, Phase I, Section 5, which are furnished kept and maintained by the owners of the lots on which the same are placed, or constructed, for so long as these Restrictions location, or in structure, of said fences, or yard lights, will be undertaken by said lot owners without the prior written consent of the Committee heretofore designated. Ownership of said fences and lights will be in the owner of each lot, subject to this condition. Any part of the dedicated street right-of-ways, which are not actually occupied by the pavement, gutters, curbs, and sidewalk the adjacent lot owners as a part of their lawns. Any gates, pillars, or other fixtures in the right-of-ways at the entrance, RIDGE SUBDIVISION, PHASE I, SECTION 5, shall be also maintained by the adjacent lot owner.

12. All driveways built on any lot in this subdivision shall be paved. A four (4) foot concrete public sidewalk parallel to the driveway by buyer concurrent with the installation of the driveway(s). Provided however, in any event, buyer shall install said sidewalk year from the date that premises are deeded to him where sidewalks are required.

13. There shall be no surface water drainage discharged from this property onto the Legendary Hills Subdivision immediately to the

14. See Below.

15. The foregoing covenants, restrictions, and conditions shall run with the land and shall be binding upon all parties owning, or claiming an interest in, the land, and all persons claiming under them until January 1, 2001, at which time they shall be automatically terminated unless by vote of the majority of the then owners of the lots of the addition, it is agreed to change successive periods of ten years unless by vote of the majority of the then owners of the lots of the addition, it is agreed to change covenants in whole, or in part. The right of enforcement of these covenants is hereby granted to the DEPARTMENT OF METROPOLITAN COUNTY, its successors or assigns. If any parties owning or claiming an interest in any lot, or part thereof, violate any of the covenants, its successors or assigns. If any parties owning or claiming an interest in any lot, or part thereof, violate any of the covenants, it shall be lawful for any other person, or persons, owning any real estate in said addition to prosecute any proceedings at law, or in equity, or persons, violating, or attempting to violate any such covenants, either to prevent him, or them, so doing, or to recover damages

Invalidation of any one of these covenants by judgment, or decree of court, shall in no wise affect any of the other provisions hereof in full force and effect.

I, the undersigned, hereby certify the within plat is believed to be true and correct, representing a part of the Northeast Quarter of Township 17 North, Range 2 East, Pike Township, Marion County, Indiana, described as follows:

DESCRIPTION: Part of the Northeast Quarter of Section 35, Township 17 North, Range 2 East, Pike Township, Marion County, Indiana,

Temporary residential structures, and other structures, shall be permitted, provided that the same shall be screened from the view of other lots and the street. Lines and equipment are permitted, to remain on any building plot, shall comply with the following requirements:

shall be 1000 sq. ft. exclusive of garage, open porch and patio on a one-story residence and a minimum of 900 sq. ft. main house size shall exceed 1200 sq. ft. and the Developer shall maintain a continuous monitoring record of house sizes for the Development Location Permit Clerk.

no-family dwellings in the subdivision and all homes shall have a two-car attached garage and paved driveway. I have an exterior of at least 50% stone or brick masonry veneer; if not dwelling will be designed architecturally to fit the

shall be permitted on the street, or cul-de-sac, between the hours of 2:00 a.m. and 6:00 a.m. No trucks of any kind that have a minimum of two (2) full bathrooms. shall be stored on any lot exposed to view from the street or neighboring lot. shall have an exterior of at least 50% stone or brick masonry veneer; if not dwelling will be designed architecturally to fit the

shall be permitted on the street, or cul-de-sac, between the hours of 2:00 a.m. and 6:00 a.m. No trucks of any kind that shall be parked, or permitted to remain, on any street or cul-de-sac, or on any part of the lot, unless such truck shall be exposed to view. Trucks making deliveries, or present in connection with service, repair, or construction are exempted.

shall be permitted on any lot (unless stored in garage and not exposed to view), street, or cul-de-sac, more than twenty-four (24) days of any type, shall not be permitted on any lot. Overhead utility lines, including power and telephone, shall be held to a minimum of 10 feet to the dwelling shall be underground.

shall be permitted on the lots in Quail Ridge Subdivision, Phase I, Section 5, which are furnished by the Developer, will be exposed to view. shall be permitted to remain, on any street or cul-de-sac, for so long as these Restrictions shall run. No change in the owners of the lots on which the same are placed, or constructed, for so long as these Restrictions shall run. No change in the owners of the lots on which the same are placed, or constructed, for so long as these Restrictions shall run.

Ownership of said fences and lights shall be in the owner of each lot, subject to this condition. shall be maintained by the owner of each lot, subject to this condition. shall be maintained by the owner of each lot, subject to this condition.

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