

ENTERED FOR RECORD

BOOK

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RESTRICTIVE COVENANTS

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Bonnie D. Mowbray
HENDRICKS COUNTY RECORDER

WHITE LICK CREEK ESTATES--SECTION FOUR

Know, all men by these presents: That White Lick Creek Estates, Inc., being the owners in fee simple of the following described real estate in Hendricks County, State of Indiana, A part of the Southeast quarter of Section 27, Township 17 North, Range 1 East of the Second Principal Meridian in Brown Township, Hendricks County, Indiana and being more particularly described as follows, to-wit:

TRACT DESCRIPTION

SEC IV - WHITE LICK CREEK ESTATES

PART OF THE SE $\frac{1}{4}$ OF SECTION 27-17-1E, BROWN TOWNSHIP, HENDRICKS COUNTY, INDIANA: MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SE $\frac{1}{4}$, SAID POINT BEING N00°00'00"E, 884.28 FT FROM THE SOUTHEAST CORNER OF SAID SE $\frac{1}{4}$; THENCE N00°00'00"E ALONG SAID EAST LINE, 1174.14 FT TO THE SOUTHEAST CORNER OF LOT 112, SEC III, WHITE LICK CREEK ESTATES; THENCE N90°00'00"W ALONG THE SOUTH LINE OF SAID LOT 112, 252.00 FT TO THE SOUTHWEST CORNER OF SAID LOT 112; THENCE S00°00'00"W, ALONG THE EAST LINE OF LOT 86 SECTION III, WHITE LICK CREEK ESTATES, 111.00 FT TO THE SOUTHEAST CORNER THEREOF; THENCE S90°00'00"W ALONG THE SOUTH LINE OF SAID LOT 86, 194.00 FT TO THE SOUTHWEST CORNER THEREOF AND THE EASTERLY LINE OF SECTION III, WHITE LICK CREEK ESTATES; (THE FOLLOWING THREE CALLS BEING ALONG SAID EASTERLY LINE AND ALSO ALONG THE SOUTHEASTERLY LINE OF SAID SECTION III) THENCE S00°00'00"W, 609.75 FT; THENCE S67°00'00"W, 346.50; THENCE N81°04'14"W, 139.29 FT TO THE SOUTHEASTERLY LINE OF SECTION II, WHITE LICK CREEK ESTATES; THENCE S45°00'99"W ALONG SAID SOUTHEASTERLY LINE, 553.10 FT TO THE SOUTHEAST CORNER OF LOT 40 IN SAID SECTION II; THENCE S31°45'99"E, 230.40 FT; THENCE N0°00'00"E, 41.99 FT; THENCE N90°00'00"E, 625.00 FT; THENCE N64°29'00"E, 376.89 FT; THENCE N78°15'55"E, 211.72 FT TO THE POINT OF BEGINNING. CONTAINING 21.12 ACRES, MORE OR LESS. SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS OF WAY.

We hereby make, plat, subdivide, lay off and dedicate a portion of said described real estate into lots and streets in accordance with the plat hereto attached, which addition shall be known as "WHITE LICK CREEK ESTATES--SECTION FOUR", Hendricks County, Indiana. The streets as shown on the attached plat are hereby dedicated to public use and 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 dedicated to be covenants running with the land, which said restrictive covenants are as follows, to-wit:

1. No lot except as herein provided shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than as stated under the zoning as specified in the Hendricks County Zoning Ordinance as amended and now effective in Hendricks County.

A. Temporary Reservation

The Developer herein reserves the right to keep equipment as needed on a lot(s) until such time as it has sold all lots or completed necessary construction or maintenance, and also reserves the right to erect a temporary pole barn for storage of such equipment.

2. No buildings, except as herein provided, shall be erected, placed or altered on any lot, including storage buildings, until the construction plans and specifications and a plat showing the location of the structure on said lot have been

approved by White Lick Creek Estates, Inc. (hereinafter known as "DEVELOPER") as to (1) quality of workmanship and materials, (2) harmony of external design with existing structures, (3) and as to location with respect to topography and finished grade elevation.

- A. No single story dwelling shall have a ground floor living area less than 1700 square feet. No two story or other multiple level dwelling shall have a living area less than 2100 square feet and no dwelling shall be built with less than a pitch roof. Contemporary designed dwellings shall be built with not less than two-thirds (2/3) of the living area on the ground floor and built with not less than pitch roof. Every effort shall be made to achieve of the dwelling the most attractive curb appeal through good and appropriate design which will enhance the beauty of the dwelling itself as well as that of the subdivision. Aluminum, Vinyl, or steel siding is specifically prohibited. The sole judge as to acceptability and approval of building plans shall remain with the Developer or his designated representative.
 - B. Each dwelling shall have at least a two-car attached garage, but open sided carports are specifically prohibited.
 - C. No storage building shall be erected, altered, placed or permitted to remain on any lot until same has been given specific written approval by the developer as to size, suitability of design, material to be used and placement on lot.
 - D. There shall be no fences on any lot other than those to enclose a swimming pool for privacy. PROVIDED HOWEVER that any said privacy fence shall be wooden and must be approved by the developer. All other fences are hereby SPECIFICALLY PROHIBITED. No fence or wall shall be erected, built or placed on any lot nearer to any street than the MINIMUM SETBACK LINE.
 - E. Above ground swimming pools are hereby specifically prohibited.
3. The Developer's approval or disapproval as required in the covenants shall be given in writing and said approval must be received by builder or lot owner before construction can commence on any lot. Two (2) finalized, completed sets of the building construction plans must be submitted to the Developer for approval or disapproval. One set thereof will remain with the Developer and become his property, while the other set will be returned with approval or disapproval written thereon by the Developer.

If after plans and specifications have been submitted to the Developer or his designated representative, and if the Developer or his designated representative fails to approve or disapprove within ten (10) days after said plans and specifications were submitted to him, then approval by said Developer shall be deemed to have been waived. However, no other covenant contained herein including, but not limited to square footage limitations or set-back limitation will be deemed to have been waived.

The designated representative, if any, must have in his possession written authority as to his qualifications. Such authority must be signed by the Developer and such authority shall contain a termination date. There shall be no reliance by builder or lot owner on representations of

authority on behalf of the Developer other than the written authority as herein above stated.

4. No building except as herein provided shall be located on any lot nearer to the front line than the minimum building set-back 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. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. ALSO arrows on the plat point the direction toward which surface water must be drained. Creating final grade conditions so that the lot will have proper drainage remains the responsibility of the dwelling builder and home owner.
6. Lots may be replatted and covenants revised at the discretion of the Developer or the direction of the Hendricks County authorities, without the approval of other lot owners within the subdivision. However, no changes shall be made for less than good sufficient cause; the changes made shall not be detrimental to other lot owners, or their properties, or to the subdivision as a whole.
7. No noxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nor shall any business or commercial activity be carried on upon any lot.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
 - A. No trailer, boat, camping equipment, disabled motor vehicle or otherwise shall be stored, parked in any manner whatsoever in front of the house or dwelling erected on these lots and the residents shall make every effort to keep their yard and lot in an attractive manner and in such condition that it shall not detract from the property value of the addition, and the sole judge as to whether or not it is being so kept shall remain in the Developer. In no event shall any disabled vehicle of any kind be kept on any lot.
9. All driveways into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood. Said decision and judgment on construction and maintenance of these drives shall be under the control of the Developer. Such drives must be completed within one (1) year from the date construction was started upon such lot.
10. No downspout shall be caused to discharge into any street or to be connected to or caused to discharge into any sanitary sewer or septic system.
11. No waste or sewage of any kind shall be allowed to discharge or drain into any storm sewer, existing field tile or any natural or artificial surface water drain off outlets, including, but not limited to creeks, swales and gullies.

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except as herein provided except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes or permitted to run loose on the property of others.
15. 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 and sanitary condition.
16. No hedge or shrub planting which obstructs sight line at elevations between 2 and 3 1/2 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 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 or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such height lines.
17. An association for the purpose of maintaining an EMERGENCY access road, the description of which is as follows:

An ingress and egress easement over a strip of ground of varying width located in the northeast quarter of Section 27, Township 17 North, Range 1 East of the Second Principal Meridian in Brown Township, Hendricks County, Indiana, said easement being more particularly described as follows, to-wit: Commencing at the southwest corner of said northeast quarter section; thence north on and along the west line of said northeast quarter section 874.5 feet to the north line of the Lucille Swisher property as described in Miscellaneous Record 67, page 431, thence east parallel to the south line of said northeast quarter and on and along the north line of said Lucille Swisher property 1320 feet, more or less, to the west line of the southeast quarter of said northeast quarter section and the POINT OF BEGINNING of this easement description; thence continue east on and along the last described course 1320 feet, more or less to the east line

of said northeast quarter section; thence south on and along the east line of said northeast quarter section 16.5 feet; thence west parallel to the south line of said northeast quarter section 1295 feet, more or less to a point that is 25 feet east of the west line of the southeast quarter of said northeast quarter section; thence south parallel to and 25 feet east of the west line of the southeast quarter of said northeast quarter section 833 feet to a point that is 25 feet north of the south line of said northeast quarter section; thence east parallel to and 25 feet north of the south line of said northeast quarter section 77.68 feet; thence south parallel to the west line of the southeast quarter of said northeast quarter section 25 feet to the south line of said northeast quarter section; thence west on and along the south line of said northeast quarter section 102.68 feet to the southwest corner of the southeast quarter of said northeast quarter section; thence north on and along the west line of the southeast quarter of said northeast quarter section 874.5 feet to the point of beginning of this easement description, subject to all legal highways, rights-of-way and easement of record.

is hereby formed with the following rules and regulations:

- A. The Association shall be known as the WHITE LICK EMERGENCY ACCESS ASSOCIATION.
 - B. All those persons who either own or who hereafter own any lot located in Section Three and Four of White Lick Creek Estates Subdivision, a subdivision in Hendricks County, Indiana, shall be members of said association.
 - C. Each lot therein shall entitle the various members to one vote in said association for each lot owned.
 - D. On the first Saturday in March of each year, a meeting of the members of said association will be held at which time a president, a secretary and a treasurer will be elected and they shall serve until the next annual meeting of said association or until their successors are elected and qualified.
 - E. At said annual meetings, the membership attending said meeting shall determine the needs of the above mentioned emergency access road, if any, and by majority vote of those votes attending said meeting shall levy an assessment against each lot in Section Four (4) of White Lick Creek Estates Subdivision which assessment shall be paid to the treasurer within 30 days. Any assessment unpaid shall carry interest at the rate of 1-1/2% per month and shall become a lien on the lot for which it was assessed.
 - F. Said association shall not spend any sums of money or levy and assessments except for the maintenance and repair of said access road.
 - G. The officers of said association may, upon 10 days written notice, call a special meeting of the members of this association for the purpose of correcting any emergency problem with said access road.
 - H. This association may conduct its business without any sort of quorum.
18. These covenants apply only to White Lick Creek Estates, Section Three and Four. Any other sections of said subdivision which

are platted at a later time may have different restrictive covenants.

- 19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded. After which time said Covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the owners of the lots has them recorded, agreeing to change them in whole or in part.
- 20. Invalidation of any one of these covenants by judgment or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.
- 21. 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.
- 22. The above covenants are subject to all the prevailing rules and regulations of the Hendricks County Plan Commissions, Hendricks County, Indiana, its assigns and/or successors.

IN WITNESS WHEREOF, this indenture has been executed by the undersigned for and in behalf of such ownership this 11th day of DECEMBER 1987.

ATTEST

WHITE LICK CREEK ESTATES, INC.

Eleva M. Finchum Secretary
David O. Finchum President

STATE OF INDIANA }
 COUNTY OF HENDRICKS } SS:

I, the undersigned, a notary public, duly commissioned to take acknowledgments and administer oaths in the State of Indiana, certify that David O. Finchum and Eleva M. Finchum who, being duly sworn state that they are President and Secretary, respectfully; that they have general and specific authority to execute the foregoing; that they executed the foregoing on behalf of said White Lick Creek Estates, Inc. of their own free will and voluntary act and deed, this 11th day of December, 1987

My Commission Expires: Sept. 25, 1990

Judith T. Suplee
 Notary Public