

WHITE LICK CREEK ESTATES

CROSS REFERENCE

SECTION TWO  
10784

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, and being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said quarter section; thence North 00 degrees 32 minutes 52 seconds West on and along the West line of said quarter section 940.0 feet to the beginning point of this description; thence continuing North 00 degrees 32 minutes 52 seconds West on and along said West line 381.05 feet; thence North 89 degrees 55 minutes 56 seconds East 1326.95 feet; thence North 00 degrees 25 minutes 32 seconds West 367.93 feet; thence North 90 degrees 00 minutes 00 seconds East 176.47 feet; thence North 00 degrees 00 minutes 00 seconds East 50.00 feet; thence South 90 degrees 00 minutes 00 seconds West 176.84 feet; thence North 00 degrees 25 minutes 32 seconds West 388.01 feet; thence North 90 degrees 00 minutes 00 seconds East 199.73 feet; thence South 00 degrees 00 minutes 00 seconds West 51.01 feet; thence North 90 degrees 00 minutes 00 seconds East 244.00 feet; thence south 00 degrees 00 minutes 00 seconds West 517.00 feet; thence South 03 degrees 09 minutes 23 seconds West 337.03 feet; thence South 45 degrees 00 minutes 00 seconds West 553.10 feet; thence North 31 degrees 45 minutes 00 seconds West 59.60 feet; thence North 75 degrees 52 minutes 01 seconds West 356.81 feet; thence South 69 degrees 06 minutes 09 seconds West 244.38 feet; thence North 82 degrees 00 minutes 00 seconds West 120.00 feet; thence South 83 degrees 30 minutes 00 seconds West 310.00 feet; thence North 84 degrees 00 minutes 00 seconds West 160.00 feet; thence North 70 degrees 00 minutes 00 seconds West 170.00 feet to the beginning point of this description. Containing in all 23.25 acres, more or less.

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 Two, Hendricks County, Indiana. The streets as shown on the attached plat are hereby dedicated to public use and all of the lots contained in

ENTERED FOR RECORD  
BOOK 72 NOV 17 1976 AL 12:34  
Page 444-50  
*Marille Abbott*  
RECORDER HENDRICKS COUNTY

the above plat or any portion thereof shall be subject to the following restrictions, which restrictions shall be considered and hereby declared 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 building, except as herein provided, shall be erected, placed or altered on any lot, including storage buildings, until the construction plan and specifications and a plan showing the location of the structure have been approved by White Lick Creek Estates, Inc., hereinafter known as "Developer" as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

A. No single story dwelling shall have a ground floor living area less than 1500 square feet and no two story dwelling shall have a living area less than 2000 square feet. Living area does not include garages or porches.

B. Each dwelling shall have at least a two car garage, but open sided carports are specifically prohibited.

C. No storage building shall exceed 120 square feet.

D. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, unless similarly

approved, and in no case shall be greater than three and one-half (3 1/2) feet in height.

Approval shall be provided in part eight (8).

3. 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.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5. 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.

6. 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 a 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.

7. 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 complete within 1 year from the date construction was started on such lot.

8. A. The Developer's approval or disapproval as required in these 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.

- B. 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.
- C. 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.

9. No downspout shall be connected to or caused to discharge into any sanitary sewer or directly into any storm sewer or street. Nor shall any surface water nor water from any downspout be allowed to discharge into any sanitary sewer or septic system.

10. 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.

11. 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 sale period.

12. 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.

13. 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 purpose, or permitted to run loose on the property of others.

14. 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.

15. 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 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 foilage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. There shall be no fences on any lot other than those to enclose a swimming pool for privacy. Provided however, that any privacy fence shall be wooden.

17. These covenants apply only to White Lick Creek Estates, Section Two. Any other sections of said subdivision which are platted at a later time may have different restrictive covenants.

18. 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 an instrument signed by a majority of the owners of the lots has them recorded, agreeing to change them in whole or in part.

19. 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.

20. 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.

21. The above covenants are subject to all the prevailing rules and regulations of the Hendricks County Plan Commission, 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 12 day of October, 1974.

ATTEST  
Elsie M. Jackson  
SECRETARY

WHITE LICK CREEK ESTATES, INC.  
[Signature]  
PRESIDENT

