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Subdivision Covenants and Restrictions

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Curtis
HANCOCK COUNTY Cross Reference No: _____

00 SEP 27 AM 8:11
AMENDMENT TO THE
VILLAGE AT BOWMAN
COVENANTS

THIS AMENDMENT TO THE VILLAGE AT BOWMAN COVENANTS is made by Reed and Reed Investments, Inc. ("Developer"), the sole owner of all of the lots in the Village at Bowman Subdivision to the City of Greenfield, Indiana, to the Village at Bowman Covenants heretofore recorded in the Office of the Hancock County Recorder on the 14th day of September 14, 2000 as Instrument No. 20-09624 (the "Covenants") as follows:

1. The sixth (6th) sentence of paragraph 16 of the Covenants shall be amended to read as follows: "All plot plans shall be prepared by either a Registered Land Surveyor, Engineer or Architect (other than landscaping plans that do not contemplate any construction other than planting trees, shrubbery and flowers).
The remainder of the paragraph 16 shall remain the same.

2. All other terms and conditions of the Covenants shall remain the same.

REED AND REED INVESTMENTS, INC.

BY: *Sandra L. Reed*
Sandra L. Reed, Secretary

re/village at bowman.amendment to covenants.bit (92600)

20-10293

State of Indiana)
County of Hancock)

2010293

Carly W. Seaco
HANCOCK COUNTY SHERIFF
00 SEP 27 AM 9:14

Before me, a Notary Public in and for said County and State, personally appeared Sandra L. Reed, Secretary of Reed & Reed Investment Inc., who acknowledged the execution of the foregoing Amendment to the Village At Bowman Covenants, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal the 26th day of September, 2000

Rebecca K. Bush
Notary Public



This instrument was prepared by Ronald R. Pritzke



20-10293

COPY

The Village at Bowman

2009626 00 Sep 14 AM 9:19
Covenants

The undersigned, Reed and Reed Investments, Inc. ("Developer"), owner and developer of said real estate shown and described herein, does hereby lay off plat and subdivide said real estate, in accordance with, the within plat.

This subdivision shall be known and designated as "THE VILLAGE AT BOWMAN", an addition to the City of Greenfield and shall be subject to the following restrictions which shall operate as perpetual covenants.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected and maintained no buildings and structures.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "drainage and utility easement (D. & U. E.)" to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with telephone, electric and gas, sewer and water service as a part of the respective utility systems; also is granted (subject to the prior rights of the public therein) the right to use the streets and lots with aerial service wires to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all the purposes aforesaid. No buildings, trees, fences or structures shall be placed on said area as shown on the plat and marked "drainage and utility easement (D. & U.E.)", but some may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user or the rights herein granted. A perpetual easement is also hereby granted to the Homeowners Association, their successors and assigns, within the area shown on the plat and marked "landscape easement (L.E.)" to install, construct, maintain and replace earth mounds, grass, shrubs, trees, flowers, lights, signs and landscape structures and accessories with all necessary equipment for the purpose of servicing the subdivision. No fencing of any kind shall be permitted on said landscape easements unless constructed by the Homeowners Association for landscape purposes.

1. There is a Regulated Drain Easement running generally east and west located at the southernmost area of the Subdivision which crosses Lots 34-41 and Lot 50. No construction or land altering activities shall be permitted within the limits of the Regulated Drain Easement as it is depicted on the plat without prior approval by the Hancock County Drainage Board.

2. Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the City of Greenfield. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the City of Greenfield.
3. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage, after which time, if no action is taken, the City of Greenfield will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.
4. No fence, wall, hedge, tree or other shrub planting which obstructs sight lines and elevations between the heights of 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 right-of-way lines and a diagonal lines connecting 2 points measured 25 feet along each of the street property lines equidistant from the intersection of the property lines or the property lines extended, at the corner of the lot or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. No tree shall be permitted to remain within such areas unless the foliage line is maintained at a sufficient height to prevent obstructions of such sight lines.
5. The same sight limitations shall apply to any lot line within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement.
6. No trees shall be planted in the road right-of-way. No trees larger than 8 inches in diameter (measured thirty-six (36) inches above the ground surface) may be cut without permission of the Architectural Control Committee.
7. The developer shall be the initial Architectural Control Committee, which Committee shall regulate the external design, appearance and location of residences, buildings, structures, fences, swimming pools, or other improvements placed on any lot or common area in the subdivision.

8. All lots in this subdivision shall be designated as residential lots. No lot shall be further subdivided to create additional building lots. However, the Architectural Control Committee may approve plans to subdivide any lot (the "Subdivided Lot") for the use and construction of a residence on the Subdivided Lot together with a contiguous lot, or to allow a Subdivided Lot to be used as a side yard of a contiguous lot. Except as herein stated, no more than one (1) residence be built on any one (1) lot in the subdivision. No building shall be located nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat.
9. All residential construction on any lot must start within one (1) year from the date of purchase and must be completed within one (1) year after the starting date, including final grading and landscaping. In the event construction has not been completed within said one (1) year period, Developer has the right, but not the obligation, to repurchase the lot from the lot owner at the original selling price of the lot without interest or other expense.
10. All driveways shall be paved with concrete, or other all-weather surface materials as approved by the Architectural Control Committee. No gravel or stone driveways will be permitted. No additional parking will be permitted on a lot other than the existing driveway.
11. The parking of any type or kind of vehicle shall not be permissible upon any lot or street, other than temporary parking by guests and invites of any owner. Except within an enclosed garage, no motor home, boat, recreational vehicle of any type, semi-tractor, trailer, inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. This covenant shall in no way allow temporary parking or permanent parking on streets for which the City of Greenfield has passed ordinances prohibiting such.
12. The streets as shown hereon with appurtenant right-of-ways, sidewalks, and street lamps, if not therefore dedicated, are hereby dedicated to the City of Greenfield for the use and benefit of the public.
13. The minimum square footage of living space of dwellings constructed on various residential lots in the Development exclusive of porches, terraces, garages, carports, accessory buildings or basements below ground level shall contain no less than 2200 square feet of ground floor living area for a one-story structure or 1200 square feet of ground floor area if higher than one-story, provided that higher than one-story structures shall have a minimum of 2400 square feet total living area and each dwelling shall have not less than a two car attached garage.

14. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, boat, garage, basement, or outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or commercial business of any kind will be permitted in this subdivision.
15. All structures on any lot in this subdivision shall be constructed with substantially all new material, except used brick is acceptable, and no used structures shall be relocated or placed on any such tract unless specifically submitted and approved by the Architectural Control Committee, which may make extensive restrictions concerning the same.
16. No construction shall be commenced, nor shall any building, structure or other improvements (including, without limitation, but not limited to landscaping, fences, walls, driveways, swimming pools and walkways) be erected, installed, removed, placed or altered (including changes in exterior on any lot in this plat until the building plans, landscape plans, specifications and site plans (hereinafter referred to as plans) showing the location thereof and of all improvements proposed, including driveway size and location and drainage, color and composition of all exterior materials to be used shall be submitted to the Architectural Control Committee with any other information and material the Architectural Control Committee may require. Such material is to be submitted in writing by the lot owner and approved in writing by the Architectural Control Committee as to the compatibility of the interior and exterior design, appearance and location of the same with existing structures in this plat and as to the conformity of the same with the intent of the covenants and restrictions set herein. Roof pitches shall be a minimum of 8/12 front to back. Two (2) complete set of plans and specifications for any such proposed construction or improvement shall be submitted. There shall also be submitted, where applicable, any permits or reports required by law. All such plans shall be prepared by either a Registered Land Surveyor, Engineer or Architect (other than landscaping plans that do not contemplate any construction other than planting trees, shrubbery and flowers). The destruction of trees and vegetation and any other matter as may affect the environment and ecology of this subdivision shall be the proper concern of the Architectural Control Committee. The Architectural Control Committee shall have the sole and absolute discretion in proving or disproving all plans and materials, as well as the design, appearance and location of the proposed building, structure or other improvements.

17. Outbuildings and their location must be approved by the Architectural Control Committee. Outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the outbuilding is being built. Metal outbuildings and mini-barns shall not be permitted in any event.
18. During, and at the conclusion of, the period of any construction activity on a lot, the builder performing such construction shall be required to keep his construction activity confined to such lot and shall keep all streets adjacent to such lot free of materials and debris and in a clean state. Without limiting the foregoing general requirements, a builder shall clean such adjacent streets within forty-eight (48) hours of any specific request therefore made by the Architectural Control Committee.
19. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the City of Greenfield and the Indiana Department of Environmental Management.
20. All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.
21. No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash will be kept in containers which are not visible from the street, except on collection day.
22. No satellite dish greater than twenty-four inches (24") in diameter or any communication tower/antenna shall be allowed. Any television reception antenna shall be placed within the attic of the main residence.
23. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Architectural Control Committee.
24. In-ground swimming pools shall be placed behind the residence. Above ground pools will not be permitted.
25. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial

purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owner's premises.

26. Notwithstanding any City of Greenfield Ordinance to the contrary, fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. Chainlink fencing must be of dark vinyl coating type. All fencing must be maintained in good condition. All privacy fencing must be of a style adopted by the Architectural Control Committee and painted to match the color of the main residence. No fence shall be placed within the landscaping easements. All fencing shall be approved by the Architectural Control Committee.
27. The Architectural Control Committee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for mailbox which shall be standard for all mailboxes in this subdivision. These mailboxes will be purchased by the builder and maintained by the owner.
28. The Architectural Control Committee shall require a standardized front sidewalk for each residence and shall establish a design, material, color specification and location for the sidewalk. This sidewalk will run parallel with any streets adjoining the property as shown on the recorded plat. It will be the responsibility of each builder to install this sidewalk during the building of the residence to the specifications of the City of Greenfield.
29. All homes in the subdivision shall be built by custom builders approved by the Developer. Homeowners may not build or subcontract the building of their own home unless they are an approved custom builders. Some manufactured components may be permitted by the Architectural Control Committee in its sole and absolute discretion. No wood foundations shall be permitted.
30. All building plans, site plans, and landscape plans shall be submitted to the Architectural Control Committee for approval at least 2 weeks prior to starting construction, and prior to applying for the building permit.
31. Fireplaces. All exterior wall chases are to be brick or other masonry material.
32. Exterior finish material. 1st floor brick or masonry wrap unless approved by the Architectural Control Committee. No aluminum or vinyl siding.

33. Windows. Wood windows are required on all homes. Wood windows with vinyl or aluminum cladding may be permitted by the Architectural Control Committee in its sole and absolute discretion.
34. Minimum landscape requirement (unless variance is approved by the Architectural Control Committee). Trees: three (3) two inch or larger diameter trees will be required to be planted in the front yard of each residence. Species are as follows:
 - One (1) flowering
 - One (1) pine
 - One (1) selection by purchaserPlanting bed requirements required in the front of each residence:
 - 15 plants 12"-18" tall
 - 15 plants 24"-36" tall
35. Each lot owner by virtue of the purchase of a lot is a member of the Village at Bowman Homeowners Association and shall be bound by the terms outlined in the said Homeowners Association By-Laws and Covenants.
36. All water systems in this subdivision are to be in compliance with the regulations or procedures by the Indiana Department of Health or other civil authority having jurisdiction.
37. No fuel storage tanks in this subdivision shall be permitted.
38. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect on the validity, enforceability of running quality of any other one of the restrictions.

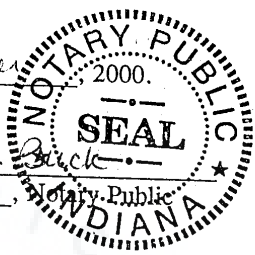
The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to the several owners of the several lots in this subdivision and to their heirs and assigns. The cost of the enforcement of any violation of these covenants, including any reasonable expenses and attorneys fees, shall be paid by any owner of any lot found to be in violation of these covenants.

REED AND REED INVESTMENTS, INC.

BY: Sandra J Reed
ITS: Secretary

Subscribed and sworn to before me this 13th day of September

Barbara L. Buck
Barbara L. Buck, Notary Public


My Commission Expires: 6/21/07
County of Residence: Wenock

This document was prepared by Ronald R. Pritzke, Attorney at Law, Pritzke & Davis, 728 N. State St., Greenfield, Indiana, 46140.