

3225

RESTRICTIVE COVENANTS

BOOK 118 PAGE 558

ROYAL TROON VILLAGE SECTION 3

The undersigned, Prestwick Sales, Inc., owner of the real estate shown and described herein, being part of the land described, conveyed by quit-claim deed and recorded as Instrument #8553, Plat Book 236, and page 525 to 531, inclusively, in the Office of the Recorder of Hendricks County Indiana, on May 7, 1975, do hereby certify that we have laid 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 ROYAL TROON VILLAGE SECTION 3, an Addition to Prestwick, a Planned Unit Development in Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of lots and dwelling units in this subdivision, the undersigned owner(s) hereby adopts and establishes the following protective covenants, each and all inuring to the benefit of each and every owner of any lot or lots and dwelling unit or units in said subdivision, their heirs and/or assigns, binding all the same, 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. No parking of any motorized vehicles will be permitted on any streets within the development.

2. All lots in this subdivision shall be known, described and shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage for single family residential purposes. No mini barns, gazebos, storage buildings or playhouses will be permitted.

3. No single-family dwelling, garage, outbuilding, swimming pool, tennis court or other recreational facility shall be erected, placed or altered without the prior written approval of the Building Control Committee to be established in accordance with paragraph 6 of these Subdivision Covenants. Such approval shall be obtained prior to commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finish grade elevations. Approvals will be considered upon the submission of two (2) complete sets of satisfactory plans, including a plot plan, building plans showing floor planning and areas with exterior elevations, specifications, landscape plan and such other data or information as may be reasonably requested, all subject to the following minimum standards.

ENTERED FOR RECORD

BOOK

118

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PAGE 558-64

Bonnie A. Moulton
HENDRICKS COUNTY RECORDER

4. Each dwelling unit shall have an attached two-car or larger garage and shall be provided with an off-street driveway of sufficient size to accommodate the parking of one additional vehicle.

5. The minimum size of any dwelling unit located upon said real estate, shall be 1700 square feet of "indoor living area" (as defined herein), exclusive of basement (whether finished or otherwise), porch and garage, in accordance with paragraph 11 of these Subdivision Covenants.

6. The Building Committee shall consist of three (3) members, appointed by Prestwick Sales, Inc., hereinafter referred to as the Development Company, its successors and assigns. The members of said committee shall be subject to removal at any time with or without written cause. Any vacancies which occur 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 for an 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 in the Planned Unit Development known generally as Prestwick, and whether the building and property set-back lines comply with plat requirements. No charge shall be made to any purchaser of any lot for examination of plans or giving approval as provided. The Building Committee may allow reasonable variances or adjustments of the restrictions hereby established where literal application results in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development. Neither the Building Committee nor any agent thereof, nor the Development Company, 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.

7. No trailer, motor home, boat, camper, motorcycle, truck, trailer or distressed auto or other vehicle not related to residential use shall be stored, temporarily or permanently, on any lot in this Addition outside of an enclosed garage, nor shall any tent, shack, barn or other outbuilding or temporary structure be used for temporary or permanent residence purposes or any other purpose on any lot in this Addition; provided, however, that this restriction shall not be applicable to temporary structures, trucks, equipment, storage yards and buildings, or trailers used by the Development Company in connection with construction of improvements on the real estate or offices used by the Developer in connection with the construction and sale of dwelling units, and the same shall be permitted until the date the initial construction of all dwelling units is completed, nor shall such restriction against dwelling unit additions preclude accessory residential structures such as attached gazebos, greenhouses, hot tub enclosures, glass or screened patios, and the same shall be permitted; provided further, however, such accessory residential structures must be located in rear yard and

may not be constructed unless the construction or improvement is approved by the Building Committee as per the Subdivision Covenants. None of the foregoing restrictions shall be interpreted or construed to preclude any buildings, structures or improvements at any time owned by the Development Company which are otherwise permitted hereunder.

8. There are strips of ground as shown on the within plat marked "Sewer Easements" or "SE", strips of ground marked "Drainage Easements" or "DE", strips of ground marked "Landscape Easements" or "LE", either separately or in any combination of the four. Such easements are reserved for the use of the public utility companies, governmental agencies, Development Company and the Prestwick Community Services Assoc. Inc., as follows:

(A) "Sewer Easements", or "SE", are created for the use of the public utility companies or governmental agencies having responsibility for the maintenance, repair and upkeep of the sanitary sewer mains, and other facilities, and storm water sewers and other facilities, serving this Addition, for the installation, maintenance, repair and replacement of such facilities; in addition, so long as any such sewer facilities are private and are owned by the Development Company and/or private, semi private or public utility company shall have the right to the use and benefit of such "Sewer Easements" for such purposes;

(B) "Drainage Easements", or "DE", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of lots are and shall be required to keep the natural drainage free of obstruction, including both structures and plant material, so that the flow of water will be unimpeded;

(C) "Utility Easements", or "UE", are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of underground mains, ducts, drains, lines, pipes, wires and other utility installations for the purpose of finishing utility services. Such Utility Easements may also be used for all purposes for which Sewer Easements may be used hereunder.

(D) "Landscape Easements", or "LE", are created and reserved for the use and benefit of the Prestwick Community Services Assoc. Inc. for the installation, maintenance, repair and replacement of entry walls, screening material, pathways and landscaping; in addition to the "Landscape Easements" specifically marked on the within plat, Prestwick Community Services Assoc. Inc., may use any part of the Common Areas for such purposes, and all of the same shall constitute "Landscape Easements" in their entirety; and additional utility easements may be granted to utility companies in the future by the Development Company or other owners of the portions of the Addition to be affected thereby; provided, however, all internal utilities within this Addition shall be

located underground, except that transformers and other equipment customarily installed above ground by utility companies shall be permitted. In addition, the Development Company shall have, and are hereby granted, authority to grant to such public and private companies as they may approve, such easements as may be necessary or desirable to provide the lots and dwelling units in this Addition with facilities for utility services, including, but not limited to, cable television facilities and service; provided, however, that any such new easements must be located within or be co-extensive with any one or more of the easements shown on this plat, including the Landscape Easements and/or Common Areas. All of the foregoing easements, including utility easements now existing or hereafter granted, shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this Addition shall take and hold title to their lots subject to all of the foregoing rights and easements, to the rights of the public utility companies, governmental agencies, Development Company and the Prestwick Community Services Assoc. Inc., therein, and to the jurisdiction of the proper governmental authorization. No permanent or other structure, except entrance, driveways, walkways, landscaping and street signage otherwise permitted hereby, shall be erected or maintained on any of the foregoing easements, any other improvements erected and maintained thereon shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created or referred to.

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

10. "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 five (5) feet to any side yard line on either side or nearer than fifteen (15) feet to any rear lot line.

11. Improvements which do not constitute a part of the "indoor living area" of dwelling units shall be subject to the same limitation expressed in paragraph 10. The following are examples of areas or improvements which do not constitute "indoor living areas": porches (whether screened or open), solariums, glass walled structures, decks, garages (whether or not temperature controlled).

12. No fence, wall, hedge or scrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any lot corner 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.

13. The maximum height to the top of the roof of any building shall not exceed thirty-five (35) feet, measured from finished grade at the base of such building.

14. No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

15. 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 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, as a precedent to ownership of a lot, each owner hereby covenants and agrees to pay annual charges to the Prestwick Community Services Assoc. Inc. for the use and enjoyment of 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, 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. The street lighting, storm drainage and sidewalks, street signs, entryway, landscaping, et al., within the subdivision, the cost of maintenance and operation of such facilities shall be shared equally by each lot owner in the subdivision. Contracts for the cost of operation and maintenance of such facilities including contracts with the public utilities covering operation and maintenance of street lighting will be entered into by the Prestwick Community Services Assoc., Inc. on behalf of the lot owners. Each lot owner covenants and agrees to pay to the Prestwick Community Services Assoc. Inc., his pro-rata share of the contract charges by the utility company, including operation and maintenance of aforesaid facilities.

16. 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.

17. No fencing of any type will be permitted within the Subdivision except for inground pools. Fencing for pools must be a minimum of six (6) feet in height, constructed of material uniform to principal residence exterior and providing a solid visual screen. No chain link fencing will be permitted except for tennis court enclosures and all other fencing of any type will require Building Control Committee approval.

18. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by the due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in the Addition and in other Sections of Royal Troon Village (whether heretofore or hereafter recorded), their heirs and assigns, all of whom 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. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless, by a vote of at least two-thirds majority of the then owners of the lots in the Addition and in other Sections of Royal Troon Village, it is agreed to change (or terminate) these covenants in whole or in part; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidity of any of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Each amendment shall be evidenced by a written instrument signed and 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 Planning Commission.

19. The Hendricks County Planning Commission of Hendricks County, Indiana, its successors and assigns, shall have no right, power or authority, to enforce the covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the said Hendricks County Planning Commission; provided further, that nothing herein shall be construed to prevent the said Planning Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Hendricks County Planning Commission.

20. The real estate described in this plat is also subject to certain Declarations recorded on February 5, 1974, as Instrument #6410, in Book 68, pages 55-74, in the Office of the Recorder of Hendricks County, Indiana. If there is any irreconcilable conflict between any of the covenants and restrictions in this plat and any of the covenants and restrictions contained in said Declaration, the conflicting covenant or restriction contained in said Declaration, as the same hereafter be amended in accordance with the terms or as otherwise permitted by law, shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent

possible, provided, however, that in any case in which any provisions contained in said zoning commitments or approved plan in these plat restrictions, the amendment, modification or termination of such provision in said zoning commitments or approved plan in any manner permitted thereby or by law shall automatically constitute and be deemed to be a concurrent amendment, modification or termination (as the case may be) of such similar provision in these Subdivision Covenants, without the approval or consent of any other person or party whatsoever. All Common Areas within the Addition shall be subject to the terms and provisions governing the use, development and maintenance thereof. The "Common Areas" described or referred to in this plat shall be deemed to constitute "Common Area" as defined and referred to in the Declaration.

IN WITNESS WHEREOF, Prestwick Sales, Inc., by its duly authorized officers, have executed this instrument this 24th day of August, 1989.

PRESTWICK SALES, INC.

BY: Terry M. Hamilton
Terry M. Hamilton, President

ATTEST: Gerald J. Gowan
Gerald Gowan, Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Appeared before me, the undersigned, a Notary Public in and for said County and State, PRESTWICK SALES, INC., by Terry M. Hamilton and Gerald Gowan, and acknowledged execution of the above and foregoing certificate, as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 24th day of August, 1989.

Signature Donna S. Shaner
Printed Donna S. Shaner
Notary Public residing in
Hendricks County, Indiana

My Commission Expires:
April 2, 1993

This instrument prepared by Eric Tauer,