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Subdivision Covenants and Restrictions

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9700002051
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 02-05-1997 At 09:32 am.
COV 18.00
Vol. 158 Pg. 831 - 834

**DECLARATION
OF
PROTECTIVE AND RESTRICTIVE COVENANTS
FOR THE
SHEFFIELD PARK SUBDIVISION: SECTIONS 1, 2 & 3**

1. **DECLARATION AND PURPOSE:** This declaration of Restrictive Covenants made this 1st day of January, 1997, amends and replaces the original Real Estate Restriction and Protective Covenants for Sheffield Park Subdivision which were recorded by Hart Development Corporation, the 14th day of March 1973, in Book 63, pages 260-262

Whereas Sheffield Park is now a fully developed subdivision (except for 2 vacant lots), and with the expiration of the original restrictions and protective covenants, the Developer's role pertaining to these Restrictive Covenants no longer applies.

From this day forward, the Sheffield Park Association (SPA), a not-for-profit association, with voluntary membership of homeowners in the subdivision, shall be responsible for the maintenance of these restrictive covenants.

The sole purpose of Sheffield Park Association (SPA) is to maintain a clean, safe, healthy and attractive subdivision for the enjoyment and benefit of its members and all property owners.

2. **NAME:** This subdivision known as Sheffield Park is located in Washington Township, Hendricks County, Indiana. All streets have been dedicated to the public and are maintained by the Hendricks County Highway Department.
3. **BUILDING LINES:** Front yard set back lines, and side yard set back lines on corner lots are shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures erected or maintained.
4. **UTILITY EASEMENTS AND DRAINAGE:** "Utility Easements" as shown shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile, and or buried electric, telephone, CATV lines, ducts, pipes, etc., on, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and subject to all restrictions of drainage easements. No permanent, or other structures are to be erected or maintained upon any easements shown upon the plat; and owners of lots shall take their titles subject to the rights of the above described easements.
5. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes, nor shall any lot be subdivided. An accessory building may be constructed with prior approval of the SPA Architectural Committee (see Section 6). Residential purposes includes Single Family dwellings and may include the operation of a "home business", provided it does not constitute a nuisance as described in Section 9 of these Covenants.

BOOK 158 PAGE 831

6. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans, specifications and the complete plot plan have been approved by the Architectural Committee. The plans should indicate the quality and type of material and workmanship, ensuring harmony with the external design of existing structures of similar finished grade elevations. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 1400 square feet, or at least 900 feet on the first floor of houses of more than one story. (Determination of sufficiency and adequacy of the term "ground floor of main structure" with respect to dwellings of a tri-level, bi-level and one and one-half story design shall rest exclusively with the Architectural Committee.)
7. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front line, nor nearer to the side street lines than the minimum set-back line shown on the record plat. Side yard set back lines on all lots shall meet applicable Hendricks's County zoning regulations. For the purposes of this covenant, eaves, steps, and open porches shall not be considered 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.
8. **ASSOCIATED STRUCTURES:** No swimming pool or associated structure shall be erected or placed on any lot until the construction plans, including a plot plan, have been approved by the Architectural Committee.
9. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
10. **TEMPORARY STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot as a residence.
11. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except family pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes, and do not create or constitute a nuisance.
12. **GARBAGE AND REFUSE DELIVERY:** No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers. All incinerators, or other equipment for disposal or storage of such materials shall be kept clean and sanitary, and shall not be used so as to create an offensive sight or odor.
13. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot, unless such system is designed, located and constructed and equipped in accordance with the standard recommendations of all necessary government authorities and agencies having jurisdiction thereof. Approval of such systems, installed, shall be obtained from such authorities.
14. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted upon any lot, unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendation of all necessary governmental regulatory agencies and authorities having jurisdiction thereof. Approval of such systems, installed, shall be obtained from such authorities.

PROTECTIVE AND RESTRICTIVE COVENANTS, SHEFFIELD PARK SUBDIVISION

15. **SIGHT DISTANCE AT INTERSECTIONS:** No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line, or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
16. **FENCES:** Fences shall not be erected until approved by the Architectural Committee.
17. **STORAGE TANKS:** Oil or gas storage tanks shall be located so that they are completely concealed from outside view.
18. **SIGNS:** No permanent sign of any kind shall be displayed to the public view on any lot. One temporary sign of not more than nine (9) square feet, advertising the property for sale or for rent will be permitted per lot. Other temporary signs will be permitted for special occasions (Garage Sales, Birthdays, SPA Events, etc.), provided said sign is displayed for no more than seven (7) consecutive days.
19. **ARCHITECTURAL COMMITTEE:** The Architectural Control Committee shall be appointed by the President of the SPA. The Architectural Committee shall consist of five (5) members: either the President or Vice-president, and either the Secretary or Treasurer, and three other representatives designated by the President. All members of the Architectural Committee shall be members in good standing of the SPA. This committee will have the authority to approve items as listed in this Declaration of Restrictive Covenants. The committee's approval, or disapproval, as required in these covenants shall be in writing. In the event that said written approval is not received from the Committee within 14 days from the date of the submission, it shall be deemed that the Committee has disapproved the presented plan. The Committee reserves the right to obtain the services of a professional engineer if and when necessary.
20. **VIOLATIONS:** The violation of any restriction, as herein enumerated, shall give to the said property owners and all other interested parties, either individually or through the association, any and all rights for injunction, damage, or any other action at law or equity which it and its assigns may have to restrain and prohibit the same, in keeping with the restrictions herein set out, and shall be entitled to recover reasonable attorney's fees and costs and expenses incurred by the SPA as a result thereof.
21. **PROTECTIVE and RESTRICTIVE COVENANTS:** The "Protective and Restrictive Covenants" are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2007, at which time said covenants shall be automatically extended for successive periods of 10 years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of these covenants, by judgment or court order, will in no way affect the other covenants which shall remain in full force and effect. The Sheffield Park Association (SPA) further reserves the right to change these Protective and Restrictive Covenants, either in whole or in part, at any time, by the recording of an instrument of change, agreed to and signed by at least a simple majority (greater than 50%) of the then owners of the building sites covered by these covenants.

IN WITNESS WHEREOF, the undersigned has set its Hand and Seal this 19 day of

Dec. 19th, 1996.

Sheffield Park Association Officers

Raymond A. Finney
Raymond "Al" Finney, President

Doug Hiegel
Doug Hiegel, Vice-President

Kathy Ligon
Kathy Ligon, Treasurer

Glenda Smith
Glenda Smith, Secretary

STATE OF INDIANA }
COUNTY OF HENDRICKS } SS

Before Me, the Undersigned, A Notary Public within and for Said County and State, personally appeared Raymond "Al" Finney, Doug Hiegel, Kathy Ligon, and Glenda Smith, who, for and on behalf of the Sheffield Park Association, acknowledged the execution of the above and foregoing PROTECTIVE AND RESTRICTIVE COVENANTS, as their voluntary Act and Deed.

Witness my Hand and Seal, This 19th day of Dec. 1996

My Commission Expires: July 9, 1997

E.H. Craighead
Notary Public

Prepared by Al Finney