

Jan 25 3 34 PM '31

# WASHINGTON SECTION COVENANTS

We the undersigned, Greentree Enterprises, Inc., by Michael Beattey, Secretary and Ira C. and Betty L. Spoon, (owners of Lot 27), being the owners of the described real estate do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as "Washington Trail, Section Two" an Addition in Marion County, Indiana.

1. All streets shown and not heretofore dedicated are hereby dedicated to the public.
2. Front building lines are established as shown on this plat between which lines and the right-of-way lines of the street no structure shall be erected or maintained. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations two (2) and six (6) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall be placed close to the front lot line than the front building setback line.
3. No trailer, boat, camper, motorcycle, truck or other vehicle not related to residential use shall not be stored, temporary or permanently, on any lot in this subdivision, nor shall any tent, shack, barn or other outbuilding or temporary structure be used for temporary or permanent residence purposes or any other purpose in any lot in this Addition.
4. There are strips of ground as shown on the within plat marked Drainage and Utility Easements (D.U.E.) which are hereby reserved for the use of public utility companies not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains subject at all times to the authority of the City of Indianapolis, Indiana and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Addition, however, shall take their title subject to the rights of the public utilities.
5. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
6. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times within the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.
7. Every numbered lot in the Development, unless it is otherwise designated by Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house, and an outbuilding as is usually accessory to a single family dwelling.
8. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.
9. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.
10. All tracts of ground in the limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.
11. The minimum square footage of a dwelling, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, shall contain no less than 1200 feet of living area for a one-story structure or 900 square feet of minimum main floor area if higher than one-story, provided higher than one story structures shall have a minimum of 1200 square feet, and each dwelling shall have a two-car garage and paved drive.
12. The side yards on any lot shall contain an aggregate distance of not less than ten feet (10') between any dwelling or other structure and the side lines, provided, however, that no such dwelling or other structure shall be located less than four feet (4') from a side line.
13. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence, light fixture or mailbox must be approved by the Committee as to size, location, height and composition before it may be installed. Fencing shall not exceed six (6) feet in height. No fence shall be placed close to the front lot line than the front building setback line.
14. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot, nor shall modular constructed structures be placed on any lot.  
The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly.
15. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Committee) and no sanitary waste or other wastes shall be permitted to enter the storm drainage system. No discharge from any floor drain shall be permitted to enter into the storm drainage system. By purchase of a lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Developer, Washington Trail Homeowners Association, Inc., and any home owner in Washington Trail in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.
16. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Metropolitan Department of Public Works. Copies of all permits, plans and designs relating to construction of sanitary sewer service shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.
17. No noxious or offensive activities shall be carried on any lot in the development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.
18. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee. Garage sale and real estate "for sale" signs shall require approval of the Committee and shall be limited to wall signs attached to the primary structure on the lot.
19. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably contained so as not to become a nuisance.
20. No campers, trailers, recreational vehicles, boats, school buses, semi-trailers or trailers or similar vehicles shall be parked on any street or lot in the Development.
21. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. No receptacle for trash, rubbish, or garbage shall be stored outside at any time, except at the times when refuse collections are being made.

8 / 1 / 73522

# TRAIL TWO ANTS

870073522

FILED

JUN 25 1987

Notary Public  
for the State of Indiana

23. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.
24. No Owner of any lot in the Development other than Developer shall build or permit the building upon said lot any dwelling that is to be used as a model home or exhibit house.
25. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot, nor shall any overnight camping be permitted on any lot.
26. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All Owners, if necessary, shall install any culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Committee.
27. No utility services shall be installed under finished streets except by jacking, drilling or boring unless specifically approved by Developer.
28. No water wells shall be drilled on any of the lots in the Development without the approval of the Committee. No septic tanks shall be installed on any of the lots.
29. Exposed antennas shall require approval by the homeowners association. Height shall not exceed five (5) feet above roof peak. No visible satellite receiver dishes or apparatus shall be allowed on any lot.
30. No solar heat panels shall be allowed on roofs. All such panels must be enclosed within a fenced area so as not to be visible from outside the lot and located to the rear of the dwelling, and shall be subject to approval of the Committee.
31. No dwelling, building structure, improvement, exterior alteration or change of original color or material shall be constructed, placed or performed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, improvement or alteration. Such plans shall include plot plans where applicable showing the location of all improvements existing under or upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" equals 10' or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under Paragraph 3 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.
32. Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling.
33. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years, unless changes in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.
34. 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 continuation 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 upon the validity, enforceability or "running" quality of any other one of the Restrictions.
35. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any 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 Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 56-40-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

IN WITNESS WHEREOF, Greentree Enterprises, Inc. and Ira C. and Betty L. Spoon have hereunto caused their names to be subscribed this 23 day of June, 1987.

GREENTREE ENTERPRISES, INC.

Ira C. Spoon

Betty L. Spoon

BY: Michael K. Beattley, Vice President-Secretary

State of Indiana )  
(County of Hancock ) SS:

I, Notary Public, in and for said County and State personally appeared Ira C. & Betty L. Spoon and Greentree Enterprises Inc. by its Vice President-Secretary, Michael K. Beattley, and acknowledged the execution of the above reciting instrument as their voluntary act and deed.

WITNESS my signature and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 1987.

My Commission Expires \_\_\_\_\_

NOTARY PUBLIC

MINIMUM DISTANCE AT INTERSECTIONS: NO FENCE, WALL, HEDGE, LINE OR OTHER PLANTING WHICH OBSTRUCTS SIGHT LINES AT INTERSECTIONS BETWEEN 100 FEET AND SIX (6) FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET WIDTH OF SAID LINES AND A LINE CONNECTING POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF SAID STREET LINES OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET RIGHTS-OF-WAY LINES. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN (10) FEET OF THE INTERSECTION OF A STREET RIGHTS-OF-WAY LINE WITH THE EDGE OF A DRIVEWAY, DRIVEWAY OR ALLEY LINE. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTION UNLESS THE POLARIS IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF THE SIGHT LINE.

NOLAN AND GIBSON CORPORATION  
LAND SURVEYORS & ENGINEERS  
10000 STATE STREET, SUITE 100, CHICAGO, ILL. 60642

*Michael K. Beattley*