First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys’ fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.
The undersigned, F. Dale Darrah and Phillip P. Lucas, owners of said real estate, hereunder described, do hereby lay off, platted and subdivide said real estate in accordance with plat and subdivision herein described, and the subdivision shall be known and designated as "APPLEVIEW ESTATES", an addition to the city of Greenfield.

Front building setback lines are hereby established as shown on said plat, between which lines and property lines of said streets there shall be erected and maintained no buildings and structures. All streets shown and not heretofore dedicated are hereby dedicated to the public.

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, wires, overhead and underground for the purpose of serving the anchors and other equipment for the purpose of serving the public utility department, electric and gas, subdivision and other property with telephone, 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 for 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 aforesaid public utility equipment, and the right is hereby granted to enter upon the lots at all times for all the aforesaid purposes. No permanent buildings or trees shall be placed on said area as shown on the plat and marked "drainage and utility easement (D. & U.E.)"" or same 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.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

1. Drainage swales (ditches) along dedicated roadways and utilities, within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tilted, or otherwise changed without the written permission of the Greenfield Board of Public Works & Safety. Property owners must maintain swales as sodded grassways or other non-erosing 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 with appropriate authorized utilities only when appropriately sized culverts or other approved structures have been permitted by the Board of Public Works & Safety.

2. No property owner altering, changing or damaging the drainage swales or ditches will be held responsible for the actions and will not be held liable for any damage to property owners. Any damage caused by actions taken by the property owner will be repaired by the property owner at their expense.

3. No fence, wall, hedge, tree or other shrub planting which obstructs sight lines and elevations between the heights of 3 and 12 feet, nor any other 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 line connecting 15 feet along each of the street property lines at right angles from the intersection of the property lines or the property lines extended, at the corner of the lot or the case of a rounded property corner from the intersection of the street right-of-way lines extended.

4. 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.

5. All lots in this subdivision shall be used solely for residential purposes except for the residences used as model homes during the sale and development of this subdivision.

6. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive or porches, terraces, garages, carports, accessory buildings, or basement below ground level shall contain no less than 1200 square feet of ground floor living area for a one-story structure or 1000 square feet of minimum ground floor area if higher than one-story, provided higher than one-story structures shall have a minimum of 1500 square feet of total living area, and each dwelling shall have a two or three car, attached garage. No dwelling or structure shall exceed two and one half (2 1/2) stories.

This Instrument Prepared By Nolan and Gibson Corporation.
7. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat.

8. No trailer, recreational vehicle, shack, basement, garage or other outbuildings or temporary structures shall be used for other than temporary or permanent residential purposes on any lot in the subdivision. No commercial dog kennel or junk yard will be permitted in the subdivision. No industry, trade, or other commercial activity, educational or otherwise, shall be conducted, practiced or permitted in the subdivision. Keeping of livestock except domestic pets as permitted by City of Greenfield Ordinance is prohibited.

9. No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.

10. No trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within this subdivision except that any such vehicles may be parked or stored completely within an enclosed garage.

11. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests and invites of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or on any street thereon.

12. Except to make it accessible for trash collection days, it shall be stored in appropriate closed containers, all garbage, trash, or refuse shall be stored in a location other than in front of the residence.

13. All residential construction must be completed within one year after the starting date, including the final grading.

14. No concrete block house shall be permitted on any lot in this subdivision.

15. In order to preserve the natural quality and aesthetic appearance of the existing geographic area within the Development, any fence, light fixture or mailbox must be approved by the Developer or their assigns 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 closer to the front lot line than the front building setback line.

16. All residences 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. All residences shall have exterior walls constructed of a minimum of fifteen percent (15%) brick or masonry. All residences shall be constructed with roof pitches of 6/12 or greater. Vinyl siding shall only be permitted within the gable ends or soffits of the structures.

17. 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.

18. No driveways shall be constructed on Lot 2 and Lot 18 to enter or exit off of Apple Street.

19. Lots 1, 19, 20, and 21 shall have driveway turn arounds constructed.

20. The finish floor elevation of the front entry level or each residence except on lots 1, 2, 18, 19, 20 and 21 shall be a minimum of 1.5 feet higher than the elevation of the top of curb of the street at its highest point immediately adjacent to the lot. All house plans and elevations must be approved by the developers or their assigns.
21. All driveways shall be paved with concrete, asphalt, or other all-weather surface materials as provided by the owner or its assigns. No gravel or stone driveways will be permitted. No additional parking will be permitted on a lot other than the existing driveway.

22. Fuel storage tanks shall not be permitted in this subdivision.

23. 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.

24. No satellite dish or communication tower/antenna shall be allowed. Any TV reception antenna shall not extend more than five (5) feet above the highest point of the primary residence on the lot.

25. Swimming pools must be placed behind the residence. Above ground pools will not be permitted.

The streets with appurtenant right-of-ways, sidewalks, and street lamps, if not heretofore dedicated, are hereby dedicated to the City of Greenfield for the use and benefit of the public.

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, 2013 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.

IN WITNESS WHEREOF: F. Dale Darrah and Phillip P. Lucas, have caused these presents to be signed in their names this 16th day of July, 1997.

F. Dale Darrah
Phillip P. Lucas

My Commission
12-13-97

STATE OF INDIANAPOLIS
COUNTY OF HAMILTON

I, ________, State, do hereby certify that the person or persons subscribing their names above are the persons whose names are written above, and acknowledge the execution of the foregoing instrument.

Given under my hand and by virtue of the authority thereunto granted, this ______ day of July, 1997.

My Commission
12-13-97

DRAFT 6/2/2023
STATE OF INDIANAPOLIS
COUNTY OF HAMILTON

I, ________, State, do hereby certify that the person or persons subscribing their names above are the persons whose names are written above, and acknowledge the execution of the foregoing instrument.

Given under my hand and by virtue of the authority thereunto granted, this ______ day of July, 1997.

My Commission
12-13-97

DRAFT 6/2/2023
This Instrument Prepared By Nolan and Gibson Corporation, Licensed To
STATE OF INDIANA  
COUNTY OF HANCOCK  

I, S. Austin, a notary public in and for said County and State, do hereby certify that F. Dale Darr and Phillip P. Lucas, personally known to me to be the same persons whose names are subscribed to the above certificate, appeared before me this day in person and acknowledged that they signed the above certificate as their own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 20th day of

NOTARY PUBLIC, Resident of Hancock County

My Commission Expires
12-13-97