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.
CANDLELITE OF GREENFIELD

We, the undersigned McCormick Lumber Company, Inc., by John C. McCormick, President, and Larry B. House, Secretary, owners of the real estate to be shown, hereby certify that we have laid off, platted, and subdivided, and hereby lay off, platted and subdivided the land shown herein described, in accordance with the herein plat and the subdivision map and plat and the as shown and not hereofore dedicated, are hereby dedicated to the public.

This subdivision shall be known and designated as Candlelites of Greenfield, an addition to Greenfield, Indiana. All streets and alleys shown and not hereofore dedicated, are hereby dedicated to the public.

Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the building lot shall be 75 feet on any one lot. No building lot may be divided in such manner as would permit the erection of more than one dwelling per lot as originally plated.

No trailer, tent, shack, garage, barn or other temporary structure erected or placed in this subdivision shall be at any time used as a residence, temporarily or permanently; nor shall any other structure of a temporary nature be used as a residence.

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

No boat, camper, or trailer shall be parked closer to the street than the building setback line, nor on any lot in this subdivision or on any street thereof.

No building shall be occupied upon any lot nearer than 25 feet to the rear lot line. No public or utility, commercial building shall be located closer to any rear lot line than 75 feet.

The strips of ground marked "Utility and/or Drainage Easements" shown herein, are hereby reserved for the installation and maintenance of public streets, sidewalks, and public utilities, and for the construction and installation of all streets and public utilities and capital improvements and the public utilities thereto.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the ground shall be points 25 feet from the intersection of each street line, or in the case of a rounded property corner, from the intersection of the street line with the edge of the driveway pavement or alley line. No trees shall be permitted to remain within such distance of such intersection, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.
7. The strip of ground marked "Utility and/or Drainage Easements", shown herein, are hereby reserved for the installation and maintenance of public poles, wires, conduits for gas, water, electric and telephone utilities, and sanitary and storm sewer facilities. No permanent or other structure shall be erected or maintained upon said easements and all lot owners shall take their title subject to the proper civil authority and to the specific easement herein reserved. No permanent or other structure shall be erected or maintained upon said easements and all lot owners shall take their title subject to the specific easement herein reserved. No permanent or other structure shall be erected or maintained upon said easements and all lot owners shall take their title subject to the specific easement herein reserved.

8. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the ground shall be placed or permitted to remain on any corner lot within the triangular area formed by the intersection of said street lines, or in the case of a rounded property lines extended, from the intersection of the street line with the edge of a driveway pavement or alley line. No trees shall be permitted to remain within such distance of such sight lines, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until March 1, 1996, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless changed by vote of the majority of the then owners of building sites covered by these covenants and restrictions, which shall remain in full force and effect. The right to enforce these provisions by injunction together with the right to cause removal by due process to the several owners of the several lots in this subdivision and to their heirs and assigns. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Witness our hands and seals this day of April, 1971.

Under authority provided by Chapter 174, Acts of 1917, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Common Council of the City of Greenfield, Indiana, this plat was given approval by the City of Greenfield, as follows:

Adopted by the City Plan Commission at a meeting held , 1971.

GREENFIELD CITY PLAN COMMISSION

President

Secretary

This plat was given approval by the Board of Public Works and Safety of the City of Greenfield, Indiana, at a meeting held on the day of , 1971.

President

This instrument prepared by R. M. Stoepelmeier.
CANDILELITE OF GREENFIELD—SEC. T.W.

Record

We, the undersigned McCormick Lumber Company, Inc., by John C. McCormick, President, and Larry B. House, Secretary, owners of the real estate shown herein, having received a warranty deed from Walter E. Justus and Walter G. Justus, recorded in the Deed Record Book of the county of Hamilton in the State of Indiana, do hereby certify that we have laid off, platted, and subdivided, and hereby lay off, plat, and subdivide, said real estate with the said plat. We do further certify that this plat is made and submitted with our free consent and desire.

This subdivision shall be known and designated as Candilelite of Greenfield Section Two, in addition to Greenfield, Indiana. All streets and lots not heretofore dedicated, are hereby dedicated to the public.

Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, lane or maintained or building or structure.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns within the area shown on marked "Easements", to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, sewers and other utility services for the purpose of serving the subdivision and other properties with telephone, electricity, gas and water service as a part of the respective utility systems; also is granted (subject to the prior rights of the public) the right to enter 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 plants, as the same do or may 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 the purposes aforesaid. No permanent buildings or trees shall be placed on said area as shown on the plat and marked "Easements", unless by the owners of the lots, or by owners of the property bounded by the said easements, and the owner thereof shall have a further right to enter upon the said lands to cut down and remove any trees, or plants, as the same may be needed for the aforesaid uses or the rights herein granted.

COVENANTS

1. The streets shown and not hereofore dedicated are hereby dedicated to the public.

2. All numbered lots in this subdivision shall be designated as residential lots. Only one two-family dwelling with not more than two accessory buildings shall be permitted on any one lot. No numbered lot may be divided in such manner as would permit the erection of more than one dwelling on any lot or lot part.

3. No trailer, tent, shack, garage or other temporary structure erected or placed in this subdivision shall be at any time used as a cottage, shop or permanent, nor shall any other structure of a temporary nature be used as a residence.

4. No nuisance or offensive trade or activity shall be carried on upon any lot in this subdivision, nor shall any building be done therein which may molest or annoyance to the neighborhood.

5. No boat, camper, or trailer shall be parked along the street than the building setback line. No inoperative or unlicensed vehicle shall be repaired on any lot in this subdivision or on any street thereof.

6. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line for the plat. No dwelling shall be located on any lot nearer than 20 feet to the rear line. No accessory building shall be located closer to the lot line than the required minimum front and side yard distances for the primary dwelling. No accessory building shall be located closer to any than five feet, but in no case shall it encroach upon any easement.

7. The strips of ground marked "Utility and/or Drainage Easements", shown herein, are hereby reserved for the installation and maintenance of out wires, conduits for gas, water, electric and telephone utilities, and sanitary and storm sewers, subject at all times to the proper civil authority. No permanent or other structure shall be erected or maintained upon said easements and all lot owners shall have title subject to the rights of the utilities and to the rights of the other owners of lots in this subdivision.

8. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the ground shall be placed on any corner lot within the triangular area formed by the street property line and a line connecting points 25 feet from the intersection lines, or in the case of the remainder of said corner lots, the same right shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway or alley line. No trees shall be planted within such distance of such intersection, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

Covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until said plat has been confirmed as a plat, unless changed by vote of the
CANDLELITE OF GREENFIELD — SEC. TWO

Record Plat

signed McCormick Lumber Company, Inc., by John C. McCormick, President, and Larry B. House, Secretary, owners of the real estate shown and described received a warranty deed from Walter E. Justus and Walter G. Justus, recorded in the Deed Record — Page in the office of the Recorder of.

In said plat, do hereby certify that we have laid off, platted, and subdivided, and hereby lay off, plat and subdivide, said real estate in accordance with plat. We do further certify that this plat is made and submitted with our free consent and desires.

as shall be known and be known as Candlelite of Greenfield Section Two, an addition to Greenfield, Indiana. All streets and alleys shown and dedicated, are hereby dedicated to the public.

Any setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected to building or structure.

permits hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and it to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with the proper service wires, to serve adjacent lots and street lights. The right to cut down and remove or trim any trees or shrubs that may be located in the right-of-way, or 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 of the foresaid. No permanent buildings or trees shall be placed on said area as shown on the plat and marked "Reserves," but same may be used for parking and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted.

ad lots in this addition shall be designated as residential lots. Only one two-family dwelling with not more than ten accessory buildings shall be any one lot. No numbered lot may be subdivided in such manner as would permit the erection of more than one dwelling per lot as originally plotted.

tent, shack, garage, barn or other temporary structure erected or placed in this subdivision shall be at any time used as a residence, temporarily or other structure of a temporary nature be used as a residence.

or offensive trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done therein which may be or become a nuisance to the neighborhood.

mpoor, or trailer shall be parked closer to the street than the building setback line. No inoperative or unlicensed vehicle shall be parked on any lot in this subdivision or on any street thereof.

g shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the plat. No accessory building shall be located closer to any front or side the required minimum front and side yard distances for the primary dwelling. No accessory building shall be located closer to any rear lot line, but in no case shall it encroach upon any easement.

of ground marked "Utility and/or Drainage Easements," shown herein, are hereby reserved for the installation and maintenance of public poles, gas, water, electric and telephone utilities, and sanitary and storm sewers, subject at all times to the proper civil authority and to the owners reserved. No permanent or other structure shall be erected or maintained upon said easements and all lot owners shall take their to the rights of the utilities and to the rights of the other owners of lots in this subdivision.

wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the ground shall be placed or permitted to corner lot within the triangular area formed by the street property line and a line connecting points 25 feet from the intersection of said street be for part of the lot. No other planted or maintained upon said easements and all lot owners shall take their to the rights of the utilities and to the rights of the other owners of lots in this subdivision.
the plat. No dwelling shall be located on any lot nearer than 20 feet to the rear lot line, but no accessory building shall be located closer to any easement.

7. The strip of ground marked "Utility and/or Drainage Easements", shown herein, are hereby reserved for the installation and maintenance of public poles, wires, conduits for gas, water, electric and telephone utilities, and sanitary and storm sewer, subject at all times to the proper civil authority and to the title subject to the rights of the utilities and to the rights of the other owners of lots in this subdivision.

8. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the ground shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting points 25 feet from the intersection of the street property 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 or alley line. No fence shall be permitted to remain at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless changed by vote of the majority of the owners of building sites covered by these covenants and restrictions, which shall remain in full force and effect. The right to enforce these provisions of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Witness our hands and seals this 4th day of October, 1971.

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereof, and an ordinance adopted by the Common Council of the City of Greenfield, Indiana, this plat was given approval by the City of Greenfield, as follows:

Adopted by the City Plan Commission at a meeting held on Oct. 5, 1971.

GREENFIELD CITY PLAN COMMISSION

John C. McCormick, President

Larry B. House, Secretary

MC CORMICK-LUMBER CO., INC.
7936 E. 46th Street
Indianapolis, Indiana 46226

FILED

JAN 3 1972

STATE OF INDIANA)
COUNTY OF MARION)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Michael T. McCormick, President, and Larry B. House, Secretary, and each separately and severally acknowledged the execution of the foregoing instrument as voluntary act and deed, for the purpose therein expressed.

Witnessed my hand and notarial seal this 3rd day of January, 1972.

My Commission Expires:

This plat was given approval by the Board of Public Works and Safety of the City of Greenfield, Indiana at a meeting held on the day of Oct. 5, 1971.