Subdivision Covenants and Restrictions

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COVENANTS
FOR
COROTTOMAN COURT
SECTION 2
HENDRICKS COUNTY
to secure the payment of a promissory note of even date for the sum of $2,850.00, and to indemnify the undersigned, names therein mentioned, and to hold and save the undersigned, names therein mentioned, harmless from and against any and all liability, cost, expense, and attorney fees incurred in the protection or collection of said note, or in the enforcement of said note, without relief from valuation and appraisal, and upon failure of the same, and for other liabilities of any nature that may be imposed by law, or in case title may be taken in good faith, and even though badly recorded, and to hold the undersigned harmless from any and all liabilities, cost, expense, and attorney fees incurred in the protection or collection of said note, and any other liabilities of any nature that may be imposed by law, or in case title is taken in good faith, and even though badly recorded, and to hold the undersigned harmless from any and all costs, expenses, and attorney fees incurred in the protection or collection of said note, and any other liabilities of any nature that may be imposed by law, or in case title is taken in good faith, and even though badly recorded.

The undersigned warrant(s) and agree(s) that the undersigned is (are) the sole owner(s) of record in the name of the undersigned, that the real estate hereinafter mentioned and described,

Dated this 9 day of January, 1963

State of Indiana

COUNTY OF HENDRICKS

BEFORE ME, the undersigned, a Notary Public, in and for said State and County, personally appeared

and acknowledged the execution of the within instrument as my act and deed, and I, the said Notary Public, in and for said State and County, have hereunto set my hand and seal.

My Commission Expires: January 31, 1974

SIGNED UNDER SEAL

Notary Public

This form prepared by Emma Rayne

of Indianapolis Morris Plan Corporation

ENTRY FOR RECORD

COVENANTS GOVERNING COUNTERPARTY COURT

SECOND ADDITION

The undersigned, Harry M. Cartlidge and Florence E. Cartlidge, husband and wife, are owners of the real estate hereinafter described, and to be held in accordance with the covenants governing the use of lots in the residential subdivision hereinafter described, as follows:

A part of the southwest quarter and part of the southeast quarter of Section 1, Township 15 North, Range 28 West of the Second Principal Meridian, Hendricks County, Indiana, bounded and described as follows, to wit:

Beginning at the southwest corner of Section 1, Township 15 North, Range 28 West of the Second Principal Meridian, Hendricks County, Indiana, and described as follows, to wit:

run thence northerly a distance of 575.86 feet to the northwest corner of Lot #12 in the First Addition to Crovatar Court and the beginning point of this description.

From the beginning point continue thence northerly a distance of 240.00 feet, or more, to a point that is 350.00 feet west of the west line of this tract and 150.00 feet north of the north line extended; run thence westwardly parallel to said north line a distance of 25.00 feet, or more, to a point that is 50.00 feet east of the west line of this tract and 350.00 feet north of said north line extended; run thence westerly parallel to said north line a distance of 100.00 feet to the east line of the First Addition to Crovatar Court, run the northeast corner of said Addition and the northeast corner of Lot #13 in said Addition; run thence westerly on the north line of said Addition a distance of 450.00 feet to the beginning, containing 16.92 acres, more or less.

This Subdivision consists of fourteen (14) lots numbered from fourteen (14) to twenty seven (27) consecutively and inclusively.
The property shall be used for residential purposes only, except as developers have dedicated, and do herewith affirm such dedication, of certain areas therein for streets, roads, utility easements and drainage easements. Such dedicated areas for streets and roads are depicted on the plat of the above described subdivision, and labeled "Blacktop Street". Such dedicated and reserved areas for utility and drainage easements are depicted on the plat of the above described subdivision, and labeled "Utility Strip", "Utility and Drainage Strip", and "Special Ditch".

No more than one (1) single-family dwelling shall be erected upon any one lot, as such lots or lots are depicted on the plat of the above described subdivision, and none other than a private one or two-car garage shall be placed thereon.

No residence containing less than one-thousand (1000) square feet of living space, as measured by the foundation area, nor any building more than one story in height, unless approved in writing by the developers, shall be constructed on any lot. Garages, bressways or patios shall not be considered as living space.

All residences and grounds shall have sanitary and other necessary drainage facilities in conformity with the requirements of the Indiana State Board of Health, the Hendricks County, Indiana, Subdivision Control Ordinance, and the Hendricks County, Indiana, Master Plan, and the regulations promulgated from time to time under each or all of them.

No mobile homes, shacks, tents or other shelter shall be used as living quarters during construction on any lot, or at any other time. No building other than customary garden and loan-tool shed shall be constructed on any lot, in addition to the residence and garage hereinabove described.

All exterior walls of the residence shall be surfaced either with brick or stone at least one-half way to the top from the foundation, masonry, or other conventional building materials, are approved for use above the brick or stone.

The location of all buildings shall conform to the red-back lines as shown and depicted on the plat of the above described subdivision. No permanent building may be erected nearer than ten (10) feet from any side or rear lot line, except as hereinabove provided or another restricted.

Owners of lots traversed by areas depicted on the plat of the above described subdivision as "Utility Strip", "Utility and Drainage Strip", and/or "Special Ditch" are entitled to use such areas in manner so as to enhance their enjoyment of the properties, subject, nevertheless, to the following restrictions. No permanent structures, shrubs or hedges shall be placed on such areas, except that portable incinerators may be placed thereon, in any manner as so to hinder, impede or otherwise obstruct or interfere with the natural flow and drainage of water or the establishment, installation and/or maintenance of utility services over, across, under and through such areas. The contour and/or slope of the land and soil in such areas shall not be changed or otherwise disturbed without the prior written consent of developers. Owners of lots traversed by areas depicted on the plat of the above described subdivision as "Utility Strip", "Utility and Drainage Strip", and/or "Special Ditch" shall maintain such "Strip" and/or "Ditch" areas as a part of their respective laws, and they shall not permit trash, garbage, rubbish or waste of any kind or nature to collect or be stored thereon.

No domestic pets or other animals shall be kept on or breed on the premises for commercial purposes. No animals other than customary household pets shall be kept on the premises.

No part of any lot shall be used as a dumping ground for trash, garbage or rubbish. Rubbish, trash, garbage and all other waste materials shall be kept in sanitary containers or disposed of by incinerators, or other equipment designed for the disposal of such materials.
The areas between the front lot lines and the surface of the street or roadway shall be kept clear of all brush, trees, tall grass and weeds.

Developers, their heirs, executors, administrators, successors and assigns specifically reserve the right to improve said subdivision by the installation of any and all utilities as they, from time to time, might deem expedient, and also by the maintenance, cleaning and/or dredging of the "Special Ditch" and/or "Utility and Drainage Strip" areas, as above described. And the entrance upon the reserved "Utility Strip", "Utility and Drainage Strip" and/or "Special Ditch" areas, as shown by the plat of the above described subdivision, or construction in the roadways in the subdivision by said Developers, their heirs, executors, administrators, successors and assigns or agents, shall not constitute a trespass by said person or persons against the owner of any lot in said subdivision.

The invalidation of any of these covenants shall in no way affect those remaining, which shall remain in full force and effect.

Those covenants shall run with the land, and they shall be binding upon all parties to the conveyance of said lands, or any part thereof, for a period of twenty-five (25) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of the majority of the then owners of the tracts in said subdivision it is agreed to change said covenants and restrictions in whole or in part.

IN WITNESS WHEREOF, Harry B. Cartledge and Florence C. Cartledge, husband and wife, have hereunto set their hands and seals this 10th day of January, 1963.

[Signature]

Harry B. Cartledge

Florence C. Cartledge

STATE OF INDIANA

MADISON COUNTY

Personally appeared before me, James S. Haber, a Notary Public in and for said County and State, Harry B. Cartledge and Florence C. Cartledge, husband and wife, who acknowledged the execution of the above-mentioned Covenants Governing Ordinance Court Second Addition, to be their free and voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and seal.

[Signature]

Jerry Lynch, Notary Public

Commission Expires:

December 20, 1965
December 14, 1969

This instrument was prepared by James S. Haber, Attorney at Law.