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.
To be the duty of every owner of every lot, in the event of eviction, to remove all improvements on such lots, and to provide such security as may be required by the Developer or the court, and to pay all taxes and assessments, and to remove any liens or other encumbrances that may exist on such lots. The Developer shall have the right to remove any such improvements and to bill the owner for the cost thereof, and such bill shall be paid by the owner within 10 days after receipt thereof.

ARTICLE V

ASSOCIATION

No lot or parcel shall be used for any purpose or in any manner which will damage or detract from the appearance of the development, or which will interfere with the public safety, health, or welfare, or which will create a nuisance or hazard to the public, or to any person or property.

ARTICLE VI

ENFORCEMENT

The Developer or its duly authorized agents shall have the right to enforce the provisions of this Declaration, and to cause such violation to cease by any means legally available.

ARTICLE VII

Covenants and Restrictions

The covenants and restrictions contained herein shall be enforced by action at law, or in equity, or by any other legal or equitable proceeding, and all costs and expenses incurred in enforcing the same shall be borne by the person or persons found liable therefor.

ARTICLE VIII

Title to Property

No lot or parcel shall be sold, mortgaged, or otherwise conveyed without the written consent of the Developer, and such conveyance shall be subject to all the restrictions and covenants contained herein.

ARTICLE IX

Zoning

All property within the boundaries of and abutting upon the development shall be subject to the zoning laws and regulations of the City of Indianapolis, and any changes or amendments thereto.

ARTICLE X

Violations

Any violation of any of the provisions of this Declaration shall be deemed a violation of the zoning laws and regulations of the City of Indianapolis, and any person, firm, or corporation violating the same shall be guilty of a misdemeanor and shall be subject to the penalties prescribed by law.

ARTICLE XI

Amendments

This Declaration may be amended, altered, or altered in any manner, from time to time, by the Developer, with the written consent of the owners of a majority of the lots in the development, and the same shall be binding upon all persons and corporations interested therein.