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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.
4. to itself and its grantees, assignees, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivisions:

1. DEFINITIONS. "Committee" shall mean the Architectural and Environmental Control Committee composed of the officers and directors of FHWD Development Corporation or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event FHWD Development Corporation is dissolved, the then existing committee members shall appoint an owner to take said member's position on the committee. Upon the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner.

"Owner" shall mean the person or collection of persons who has or have acquired or is acquiring any right, title, interest, legal or equitable, in and to a lot in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

"Protection Grade," as defined by the Indiana Department of Natural Resources, means the elevation of the lowest point in a building at which flood waters may enter the interior of the building.

"Lowest Point in a Building" means (1) the lowest floor of a building (if a basement is included, the basement floor is the lowest floor); (2) the garage floor if the garage is the lowest level of the building; or (3) the floor level of any enclosure below an elevated building where the walls of the enclosure provide some resistance to the flow of flood waters.

2. LAND USE. All lots are restricted to residential use. See Section numbered 21 below. The subdivision of a lot is prohibited unless said division creates two building sites on three adjoining lots, which building sites comply with Hendricks County's zoning and subdivision control ordinances and with these covenants. Where a lot is subdivided, or where an owner acquires adjoining lots for the purpose of building on all lots, the common lot line, the side lot line setback restrictions specified in Section numbered 5 below shall be maintained for said common lot line. Construction of buildings across drainage easements and utility easements that coincide with lot lines is prohibited.

3. DWELLING SIZE. No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than one single family residence three stories or less in height. Dwellings on all lots shall have, at a minimum, attached two-car garage. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 1,200 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, shall be not less than 1,600 square feet, with no less than a total of 2,200 square feet of finished floor space in such two-story structure.

4. UTILITY BUILDING AND/OR BARN. A utility building, barn, or other accessory building will not be allowed on any lot, except one garage type structure and/or one in-ground pool accessory building/bath house. Said accessory building/bath house must be erected as a part of and in conjunction with a privacy fence surrounding an in-ground pool as provided for in Section numbered 5 below. Before commencement of its construction, any building allowed by this Section numbered 4 must be approved as to location and design by the committee as described in Section numbered 7 below.

5. BUILDING SETBACK DISTANCES. Between the front lot line and the building lines shown on this plat, no buildings shall be erected, placed, altered, or permitted to remain, nor shall any building be located nearer than 50 feet to any side line of a lot on one side, and the total of both side setbacks shall be not less than 20 percent of the lot width, as measured to the building line. Architectural appearances projecting not more than 24 inches, stairways projecting not more than 4 feet, unenclosed and unroofed porches, as on the front sides of buildings, steps, and walks are exceptions to these setback requirements.

6. OCCUPANCY OF STRUCTURES. No dwelling shall be occupied or used for residential purposes or human habitation until it has been fully completed upon the outside and substantially completed on the inside, and a Certificate of Occupancy has been issued therefor by the Hendricks County Building Commissioner. The use of any other structure or mobile home as a residence, either temporarily or permanently, is prohibited.

7. ARCHITECTURAL DESIGN. No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in this subdivision until the location plan, building plans, and specifications have been first submitted to and approved by the committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already built, and as to conformity with grading plans, first floor elevations, locations of water wells, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The committee's approval or disapproval as required in these covenants shall be in writing. If the committee, or its appointed representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications are submitted to it or, in any event, if no suit to enjoin the construction of any such structure is commenced under the provisions of Section numbered 10 below, such plans shall automatically be deemed approved.

Given under our hands and seal this 12TH day of MARCH 1976.

[Signatures]

Pursuant to IC 36-7-6-708 et seq., and all amendments thereof, the undersigned hereby certify that the public notice of the hearing by the Hendricks County Plan Commission on the hereinafter owner's application for approval of this plat duly complied with IC 36-7-6-708 and all amendments thereto, and that said plat was approved at said hearing with a majority of the members of said Commission concurring in said approval.

C. Richard Whicker, President

Robert E. Jones, Secretary
ATES, SECTION 4

has commenced before the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. IMPROVEMENT LOCATION PERMITS. In addition to the approval required in Section numbered 7 above, the Hendricks County Building Commissioner must issue an Improvement Location Permit before any structure, improvement, or land use may be altered, changed, placed, erected, or located in this subdivision. The Hendricks County Plan Commission has approved a soil and water conservation plan (erosion control plan) and a drainage plan showing location of houses and first floor elevations, with slopes for positive surface drainage, from each lot, first floor elevations for houses, and the floodway and floodway fringe of White Lick tributary Number 4, the table also specifies for each lot a flood protection grade furnished by the Indiana Department of Natural Resources. Section numbered 1 above defines the flood protection grade. Any person proposing for construction (with prior approval) on the 100-year flood plain between the floodway fringe line and the 100-year flood line shall have a flood protection grade as defined in the table. Section numbered 1 above defines the flood protection grade for the lot as being not less than the flood protection grade given in the said table.

9. WATER WELLS, WATER SUPPLY SYSTEMS, AND GEOTHERMAL HEAT PUMP SYSTEMS. Shall comply with minimum standards set forth in an ordinance, passed and adopted by the Board of Commissioners of Hendricks County, Indiana, October 7, 1963, entitled Chapter 3.1, Minimum Standards for Water Supply Systems and Geothermal Heat Pump Systems. The location and design of any well or any water supply system within the 100-year flood plain between the floodway fringe line and the 100-year flood line shall have an elevation at or above the flood protection grade for the lot as given in the aforementioned Table of Elevations. Whenever a public water supply system is constructed within 100 feet of any lot in this subdivision, the owner shall make a direct connection to said water supply system within two (2) years of the availability date. The Hendricks County Plan Commission is hereby granted right of enforcement of this covenant.

10. FENCES require committee approval before erection as provided in Section numbered 7 above. No fence shall be placed on any lot or boundary thereof which will obstruct reasonable sight, air, or view, or will otherwise hinder or damage the aesthetics of the subdivision. Fences erected in the front yards of dwellings shall be of wood fences of a decorative type not exceeding four (4) feet in height. Section numbered 7 below. No fence shall be properly fenced to protect the safety of others as required by Section numbered 25 below. Fences that are erected as an improvement and do not obstruct the view or access to the property of any other lot. Fences that are erected as an improvement and do not obstruct the view or access to the property of any other lot shall be properly fenced to protect the safety of others as required by Section numbered 25 below. Fences that are erected as an improvement and do not obstruct the view or access to the property of any other lot shall be properly fenced to protect the safety of others as required by Section numbered 25 below.

11. CONSTRUCTION TIME. Any dwelling, fence, water line, sewer, ditch, or any structure excepting sidewalks, once approved and under construction, must be completed one (1) year from the date construction starts. For sidewalk construction time, see Section numbered 31 below.

12. STORAGE TANKS. Oil or gas storage tanks shall be hatted or located in a dwelling or garage.

13. SIGNS. The only signs that may be erected by lot owners in this subdivision are: Those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period; a single yard sale or garage sale sign placed by the owner without cost. Lock signs may be permitted by the committee. Signs not in accordance with the regulations or other signage that is not in accordance with the regulations shall be removed.

14. HUNTING AND TRAPPING are prohibited in this subdivision.

15. SIGNS DISTANCES. At driveways no one may place, construct, plant, maintain, allow, or suffer any improvements, landscaping, or other structures to vision (excepting mailboxes) between 2 and 8 feet.
feet above the finished grade with the purpose that at least 150 feet of sight distance will be provided in both directions along street from points in the driveway 25 feet from the street curb. Where the commission determines that this rule for a driveway is impracticable or unreasonable, it may allow an alternative that offers the least hazard and interference with traffic.

16. ANIMALS. No one shall keep, or maintain animals or poultry, in this subdivision except
household pets such as cats and dogs, but no pet shall be kept, bred, or maintained for commercial
purposes. Household pets kept shall be confined by fence or leash and kept quiet so as not to disturb
the peace and tranquility of the neighborhood. Should an animal be walked by leash, any debris
or animal waste resulting therefrom shall be cleaned up, removed, and disposed of by the owner of said
animal.

17. VEHICLE PARKING. No trucks larger than pickup trucks, disabled vehicles, unused vehicles,
camper, trailers, recreational vehicles, boats, motorcycles, or similar vehicles shall be parked on any
road, street, private driveway, or lot in this subdivision unless it is screened in such a way that it is not
visible to the occupants of the lot. 10-16 of this subdivision. No vehicle of any kind shall park on any
road in this subdivision except for a reasonable length of time. The committee shall determine what
constitutes adequate screening and reasonable length of time.

18. LANDSCAPING. The lot owner shall landscape the lot within sixty (60) days following
completion of a house thereof, weather permitting. Landscaping required for sidewalk construction shall
be in accordance with Section numbered 31 below.

19. MAINTENANCE OF LOTS AND IMPROVEMENTS. Each lot owner shall maintain his lot and
every improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish,
debris, dead trees, and other materials or conditions that reasonably tend to detract from or diminish
the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state
of repair. Garbage, trash, and other similar items shall be kept in suitable and sanitary containers
and emptied weekly by a refuse collection service. At least twice during each of the months of April
through September, lots owners or their designated representatives shall mow their lots, whether or not
improved.

20. NUISANCES. No one shall carry out, or allow to be carried out, any noxious or offensive
activity on any lot, nor shall anything be done or allowed to be done thereon which may become or be
an annoyance or nuisance to the neighborhood.

21. BUSINESSES. No mercantile building shall exist, nor shall any manufacturing, wholesaling,
or retailing business operate in this subdivision.

22. DEDICATED EASEMENTS. The owners of the lots in this subdivision will dedicate their titles
subject to the rights of utility companies, the Hendricks County Drainage Board, the Commissioners of
Hendricks County, and the committee in those certain strips of ground designated "utility easements," "drainage easements," and "landscape easements" that are reserved hereinafter. No permanent or other
structures may occupy said easements except fences and the facilities for which the easements are
reserved. Fences erected on easements may be removed by easement holders if necessary to the proper
operation and maintenance of the facilities for which the easements are reserved. No facility shall occupy
any easement in a position that will obstruct a property line or corner.

23. LOT GRADING. Lots shall be graded so as not to restrict the surface water runoff or cause
ponding or stoppage of said runoff over any lot in this subdivision. See Section numbered 38 above.

24. DRIVEWAYS. Residential driveways shall be constructed of portland cement concrete, asphalt,
or other hard surface material which may be approved by the committee. Pavement shall be a minimum
of four (4) inches thick excluding subbase material.

25. SWIMMING POOLS. No swimming pools, where the water level is either partially or
completely above ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced
to protect the safety of others. Before erection, said pool shall receive committee approval as required
by Section numbered 19 above.

26. CRAWL SPACE, BASEMENT, AND FOUNDATION DRAINS. No crawl spaces, basements, caves,
troughs, gutters, downspouts, or foundation drains shall be constructed to discharge water onto a street.
Crawl space drains, foundation drains, and basement drains intercepting and carrying only excess ground
water may connect to laterals already in place for that purpose. Said laterals connect with 6-inch
diameter subsurface drains that parallel street curbs. Should any said laterals and/or subsurface drains
become blocked, damaged, or damaged with resulting damage to another lot owner and/or to the
drainage system of any street, the owner causing said blocking and/or damage shall be liable for all
damages to the injured party or parties, the developer, or Hendricks County, and shall hold all
contractors, engineers, developers, other lot owners, and said Commission harmless from liability therefore.

PENDING UNTIL 10-36-7-4-700 or seq., and all amendments hereto, are signed, do hereby certify that the general notices of the hearing by the Hendricks County Plan
Commission on the herein named owner's application for approval of said plat duly
published, I hereby certify that said plat was approved at said hearing with a majority of the members of said Commission concurring in said
approval.

[Signature]
[Signature]

Given under our hands and sealed this 12th day of MARCH, 1990.
27. BASEMENTS are allowed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drainage, may be required. For rules regarding basement floor elevations on certain lots, see Section numbered 8 above.

28. PROSCRIBED AND OTHER IMPROVEMENTS. No improvements of any kind shall be permitted in a dedicated street right of way excepting existing control, driveway entrances, sidewalks, landscaping, and mailboxes. The minimum allowable distance between a street boundary and a signal receiver in the form of a satellite dish, or other similar device, is seventy (70) feet.

29. SANITARY SEWER CONNECTION. Every pipe connecting between a dwelling and a public sanitary sewer shall contain a check valve to prevent backflow.

30. UTILITIES CONNECTION INSPECTION. All materials and workmanship in the installation of connections between dwellings and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors, who shall have the right to require correction of any defects discovered.

31. SIDEWALKS. Each initial lot owner taking title from the developer, by acceptance of a deed for said lot, even if not expressly in said deed, is deemed to convey and agree to build and maintain in good condition a concrete walk at the sides of all streets upon which his lot abuts. Said walks shall conform with the lines and grades as established by the developer. Each said owner shall be responsible for slope modifications, erosion control, and decorative landscaping as required by the developer for sidewalk construction. Said walks shall conform with the development plan for this subdivision as filed with the Hendricks County Plan Commission and shall be placed on a 4-inch aggregate subbase. Sidewalks shall be constructed within sixty (60) days after completion of the dwelling on the lot, weather permitting, or within two (2) years of the date of said deed if no dwelling is constructed or before the conveyance of title to another party, whichever first occurs.

32. STAKING. PHW Development Corporation will set lot corner stakes one time. Whatever is possible to be done, corner stakes will consist of staked T-stake fence line posts 5.5 feet long set so as to leave about 27 inches of post protruding above ground unless a different monument appears on the recorded plat. Said stakes will not only serve as a means for determining lot boundaries, but in the location and orientation of improvements to be constructed on the lots. Lot owners shall have charge and care of stakes marking their respective lots and shall be responsible for their preservation. Lot owners may hire said corporation to replace stakes damaged or destroyed from any cause, or may engage any registered land surveyors to perform that work. Since such restoration will be at the lot owner's expense, said stakes should become familiar with stake locations and all things necessary to maintain and protect them. Lath, with or without flagging, driven where steel stakes do not constitute a corner or stakes be set only to signify and identify corner stakes.

Accidental displacement of stakes and lines during the construction of public and private improvements, and intentional displacement due to vandalism, may cause conflicts between plat locations and staked locations of lot corners and lines. Neither the PHW Development Corporation nor its engineers of surveyors make any express or implied warranty with regard to the correctness of disturbed stakes. Therefore, lot owners and their independent contractors, including their engineers and surveyors, together with utility companies, who may install facilities according to its plans and specifications, and anyone who constructed the improvements, shall themselves be responsible for any inaccuracies in their records that they have on file.
in reversion or forfeiture of title. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements on the same, or to keep said improvements in good repair or such other work as may be reasonably necessary to make said lot and/or any improvements continue in good repair, the committee shall have the right, but not the obligation, by and through its agents and/or employees or contractors, to enter upon said lot and do or cause to be done such work as may be necessary to make said lot and/or any improvements continue in good repair, in accordance with the requirements of these restrictions. The committee shall collect its cost thereof in a reasonable manner from the owner. Neither the committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any lien so created against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Said charges shall bear interest at the rate of 10% per annum until paid in full.

If, in the opinion of the committee, such charge has remained due and unpaid for an unreasonable period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot shall have the right to extend said charge to the owner of any lot subject to said charge, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every person or owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such lien which may exist upon said lot at the time of the acquisition of such interest are valid and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay the committee all fines that shall be made pursuant to this paragraph.

35. TERM. These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) years periods, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

36. SEVERABILITY. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

The undersigned person, executing this instrument on behalf of PFH Development Corporation, represents and certifies that he is a duly elected officer of said corporation and has been fully empowered by proper resolution of the Board of Directors of said corporation to execute and deliver this dedication.

IX. WITNESS WHEREOF, the said PFH Development Corporation, by Paul T. Hardin, President, as owner and proprietor of the above-described real estate, has set its hand and seal this 12th day of March, 1990.

Paul T. Hardin, President

STATE OF INDIANA
COUNTY OF HENDRICKS

Before me, the undersigned Notary Public within and for said County and State, personally appeared Paul T. Hardin, President of PFH Development Corporation, as owner and proprietor of the above-described subdivision, and acknowledged the execution of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein stated.

J:\ PAT 123-3-90


This instrument prepared by Stanley M. Shante, PE, LS.