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.
SHERWOOD
THIRD SECTION

The undersigned, R. L. Wilfong Land Company, by Ralph Wilfong, owner of the real estate described on the plat of Sherwood Hills, Third Section, hereby certifies that he does hereby lay off, plat and subdivide the same in accordance with the plat and certificate. This subdivision shall be known and designated as SHERWOOD HILLS, Third Section.

The streets, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground of widths as shown on the plat which are hereby reserved for use of public utilities, for installation and maintenance of poles, wires, mains, ducts, drains and sewers, subject at all times to the authority of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, but such owners shall take their titles subject to the rights of such public utilities and to the rights of owners of other lots in this subdivision, for ingress and egress, in, along, upon and through the several strips so reserved. Fences may not be erected on said strips.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot herein other than one single family dwelling, not to exceed 2½ stories in height, and a private garage for not more than 3 cars, and residential accessory buildings.

No hotel, boarding house, double house, mercantile building, factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No trailers, shacks or out houses of a permanent nature shall be erected or situated on any lot except during the period of construction of a proper structure and for use by the builder for his material and tools.

Building lines are shown on the foregoing plat in feet back from the street property line and are hereby established, between which lines and the street property line there shall be erected or maintained no structure of any kind or part thereof.

No residence shall be erected or maintained on any lot or lots in this subdivision having a ground floor area exclusive of open porches and garages of less than 1200 square feet in the case of a one story structure, or 1000 square feet in the case of a higher structure.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved, as to the conformity and harmony of external design with existing structures herein, and as to the building with respect to the topography and finished ground elevation by a committee composed of the undersigned owner of the herein described real estate, or by his duly authorized representatives. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as submitted.

Improvement plans approved by the Greenfield Board of Public Works and Safety.

This ___ day of ______________________ 19 .
NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT IN THIS SUBDIVISION, NOR SHALL ANYTHING BE DONE HERIN WHICH MAY BE
HARMFUL TO THE PROPER REUSE OF A NUISANCE TO THE NEIGHBORHOOD AT LARGE.

IF THE PARTIES, HEIRS OR ANY OF THEM OR THEIR HEIRS OR ASSESS
MAKING ATTEMPT TO VIOLATE ANY OF THE COVENANTS, RESTRICTIONS, PROVISIONS OR CONDITIONS HEREBIN, IT SHALL BE LAWFUL FOR ANY
PERSON OWNING REAL ESTATE IN THIS SUBDIVISION TO PROSECUTE ANY
PROCEEDING IN EQUITY OR IN LAW AGAINST THE PERSON OR PERSONS
VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, AND TO PRE
VENT HIM OR THEM FROM DOING SO OR TO RECOVER DAMAGE OR OTHER DUES
FOR SUCH VIOLATIONS.

THE FOREGOING RESTRICTIONS, COVENANTS AND PROVISIONS SHALL RUN
WITH THE LAND AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL
JANUARY 31ST, 1980, AT WHICH TIME SAID COVENANTS SHALL BE AUTO
MATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS BY
VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IN THIS SUB
DIVISION, IT IS AGREED TO CHARGE SAID COVENANTS IN WHOLE OR IN PART.

INVALIDATION OF ANY OF THE FOREGOING COVENANTS, PROVISIONS, RESTRICTIONS OR CONDITIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE
AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND
EFFECT.

WITNESS MY SIGNATURE THIS 27TH DAY OF February 1971.

R. L. Wilfong Land Co. by
RALPH L. WILFONG

STATE OF INDIANA:
COUNTY OF HANCOCK:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, APPEARED RALPH L. WILFONG, WHO ACKNOWLEDGED
THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED FOR THE
USE AND PURPOSE THEREIN EXPRESSED, AND AFFIXED HIS SIGNATURE
THERETO.

WITNESS MY hand AND SEAL THIS 27TH DAY OF February 1971.

NOTARY PUBLIC
Jane Doe

My Commission Expires: December 31, 1976

Approved this 8TH DAY OF May 1971

BY THE GREENFIELD CITY PLAN COMMISSION.

CLIFFORD C. FIELDS
President

Mary Ann Lamme
Secretary

74-2201