SHILOH CREEK ESTATES, SECTION III
4470
DECLARATION OF COVENANTS

The undersigned as owners and proprietors of Shiloh Creek Estates, Section III, Hendricks County, Indiana do hereby this indenture, restrictive and covenant the lots in said section of subdivision to themselves and their assigns, successors, heirs or legal representatives, and to any persons, corporations, banks, associations, and/or anyone who may obtain title to said lots as to the following terms and conditions, restrictions and covenants, to wit:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants, in their entirety, shall apply to all of Shiloh Creek Estates, Section III. Said subdivision being located in Hendricks County, Indiana.

2. LOT USE: Only one single family dwelling shall be permitted on any one lot. No commercial trade shall be permitted on any lot with the exception of operation mobile homes by the owner/developer. No noxious or offensive activity shall be carried out on any lot, nor shall anything be done which may be or may become annoyance or nuisance to the neighborhood.

3. DWELLING SIZE: The size of one story dwellings excluding basement, if any, and excluding attached garage, shall be in all instances be not less than 1380 sq. ft. living area. Two story dwellings, excluding basement, if any and excluding attached garage, shall in all instances be not less than a total of 1900 sq. ft. Attached garages shall not exceed three (3) car size. All garages must be attached.

4. UTILITY BUILDING: None shall be permitted except that one structure may be erected behind the main dwelling. This utility building shall be constructed in such manner as to meet the standard of construction as used in the construction of the house. Maximum size shall be 120 square feet on foundation.

5. ARCHITECTURAL DESIGN: All building plans are subject to prior examination, review and approval of the owner/developer.

6. BUILDING LOCATION: No building shall be located on any lot nearer to the front property line than the minimum building set back lines, as shown on the recorded plat. No building shall be located nearer than 10 feet to an intersect lot line.

7. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities, not including transportation companies, for installation and maintenance of poles, mains, gutters, drains, lines, and wires, subject to all times to the proper authorities and to the easements herein granted and reserved. The drainage easements may be used by the proper authorities including Hendricks County Utility Board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenance of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage easement. If agreed to by the County Engineer prior to final subdivision approval, basement drains intercepting and carrying only excess ground water may be connected to tile drains instead of to subsurface drains but such permission cannot be granted unless said connections are made to stub laterals which are installed in accordance with Section 3.07 of the Subdivision Control Ordinance of Hendricks County, Indiana, an an integral part of and during construction of the tile drain. Basement drains that are sanitary drains shall be discharged into the sanitary disposal system which serves the building.

Roof Drainage: Roof drains (downspouts) shall not be connected to the drains specified herein.

8. VEHICLE REGULATIONS: Boats, campers, trailers or other such utility vehicles incidental to occupancy of a dwelling shall not be parked, temporarily or permanently, closer to the street than the building set back line. Inoperative vehicles shall not be permitted to remain on any lot unless kept within a garage. No big trucks to be parked on lots or streets except for purposes of delivery and or pickup. No cars to be parked on street for more than 24 hours.

9. TEMPORARY STRUCTURES: No structures of a temporary character, mobile home, basement, tent, shed, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

ENTERED FOR RECORDER
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MANUEL ALBERT
RECORD OF HENDRICKS COUNTY
10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the disposal or storage of such materials shall be kept in a clean and sanitary condition and shall not be used as to create an offensive sight or odor. One trash pickup service will be used by all lot owners, which service to be determined by majority.

11. ANIMALS: No animals, livestock or poultry shall be raised, bred or kept upon any lot. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

12. FENCES: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line.

13. STORAGE TANKS: Oil or gas storage tanks shall be either buried or located in a house or garage area, such that they are completely concealed from outside view.

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except those signs used by builders, developers or real estate agents to advertise the property during periods of construction and/or sales.

15. DRIVEWAYS: All driveways shall be of asphalt or concrete construction within 3 years of lot purchase.

16. SWIMMING POOLS: All swimming pools must be buried below ground and must be fenced as to not be seen from street.

17. RADIO TOWERS: Hobby radio towers and antennas are permitted if situated behind the dwelling.

18. ENFORCEMENT: If the parties hereto, or any of them, their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person, or persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

19. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years, 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 part.

20. BEVEREASIBILITY: Invalidation of any one of these covenants by court order, shall in no ways affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF: The said parties as owners and proprietors of the above described Shiloh Creek Estates, Section III have hereto set their hands and seals this 28th day of July, 1980.

[Signatures]

State of Indiana )
                      ) SS:
County of Hendricks)                      

Before me, the undersigned, a Notary Public within and for said County and State, personally appeared J. R. Lazaro, President of J. R. Lazaro Builders, Inc. and Celia Lazaro, Secretary of J. R. Lazaro Builders, Inc., who acknowledged the execution of the above and foregoing Protective Covenants as their voluntary act and deed.

Witnes my hand and seal, this 28th day of July, 1980.

[Notary Seal]

Commission Expires: March 29, 1982

Sherry A. Burnett, Notary Public, Hendricks County