DECLARATION OF COVENANTS

THE UNDERSIGNED, Paul F. Hardin and Helen M. Hardin, husband and wife, as owners and proprietors of South Hill Estates Section 1 and 2, a subdivision in the County of, do hereby declare, restrict and covenant the said lots in said subdivision as follows and their grantees, assigns, successors, heirs, and legal representatives, and to any person, persons, corporation, company, association or other legal entity, and their grantees, assigns, successors, heirs, and legal representatives, may obtain title to said lots, as to the following:

1. LOT USE: No portion of the said real estate shall be used for any purpose other than single family residential dwellings, nor shall any not be further subdivided.

2. DWELLING SIZE: The ground floor area of the main structure exclusive of one story porches and garages, shall not be less than 1,250 square feet in the case of one story structure or less than 800 square feet in the case of a multiple story structure, with no less than 1,400 square feet in finished floor area in such multiple story structure.

3. DWELLING DESIGN: No building shall be erected, placed or altered on any building lot in this subdivision until the building plan and plot plan showing the location of such building has been approved by a committee composed of the undersigned owners of the herein described real estate and such other owners as may be represented by their duly authorized representatives. If the event that the remaining member or members shall have full authority, to approve or disapprove such design and location, or to designate any representatives shall fail to act upon any plans submitted within a period of fifteen (15) days from the submission date of the plans, the owner may proceed with the building according to the plans as approved by the committee members, or their designated representatives, shall be entitled to any compensation for services performed pursuant to the covenant.

4. BUILDING LOCATIONS: No buildings shall be located on any lot nearer to the front property line than the maximum setback line shown on the plat, nor nearer than ten (10) feet to any side property line.

5. STREETS: A thirty (30) foot strip of ground from the front of lots one (1) through eight (8) to the center line of county road 50S is hereby dedicated to the public. All streets not heretofore dedicated are hereby dedicated to the public.

6. UTILITY EASEMENT: The strips of ground fifteen (15) feet in width as shown on the plat and marked utility easement are hereby reserved for the use of public utilities not including transportation companies, for the installation and maintenance of poles, mains, lines and wires. No permanent building or other structures are to be erected or maintained on the easements.

7. LANDSCAPING: All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once every two months during the months of April through September.

8. OUTBUILDINGS: All outbuildings other than attached garages shall be located no nearer to the front property line than one hundred fifty (150) feet nor nearer than ten (10) feet to any side property line. The construction and color of all outbuildings shall be approved by the committee as referred to in paragraph 43.

9. TEMPORARY RESIDENCE: No temporary structure, including mobile home, tent, basement, shack, garage or other outbuilding shall be used on any lot as a residence at any time, either temporarily or permanently.

10. STORAGE TANKS: Storage tanks for petroleum products and containers for gas shall be placed within the building or buried under ground.
11. ANIMALS: No farm animal or fowl, except household pets shall be kept or permitted on any lot.

12. OFFENSIVE ACTIVITIES: No noxious, unlawful or otherwise offensive activity shall be carried on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. GARBAGE AND REFUSE DISPOSAL: No portion of said real estate shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. All such trash, garbage, etc., shall be kept in sanitary containers.

14. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. The absorption field shall not be less than four hundred (400) square feet per bedroom for lots 6, 7, 8, 10, 11 and 22. The absorption field shall not be less than three hundred (300) square feet per bedroom for all remaining lots. If, in the future, public sewage disposal facilities are made available to the lot owners in this subdivision, each owner therein hereby agrees to attach to such facilities within two (2) years of the availability date.

15. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. If, in the future, public water facilities are made available to the lot owners in this subdivision, each owner therein hereby agrees to attach to such facilities within two (2) years of the availability date.

16. SIGNS: No sign of any kind shall be displayed to the public view, on any lot, except one (1) sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

17. 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 forty-five (45) years from the date that these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten (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.

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 so 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. A violation of any restriction herein will not result in reversion or forfeiture of title.

19. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties do owners and proprietors of the above described subdivision have hereunto set their hand and seal this 28th day of July, 1971.

Paul F. Hardin
Helen M. Hardin

STATE OF INDIANA
COUNTY OF HENDRICKS
Before me, the undersigned, a Notary Public within and for said County and State, personally appeared Paul F. Hardin and Helen M. Hardin, husband and wife, as owners and proprietors of the above described subdivision, acknowledged the execution of the above and foregoing Protective Covenants as their Voluntary Act and Deed.