First American Title Insurance Company
Indianapolis Downtown—Corporate
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Indianapolis, IN 46204
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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.
The undersigned, Greenfield Land Co., LLC ("Developer"), owner and developer of said real estate, hereby agrees to dedicate, to the use of the public, a tract of land, not exceeding 10 acres, for the purpose of providing a park, playground, or similar public use, in accordance with the provisions of this agreement.

This subdivision shall be known and designated as "THE TRAILS," an addition to the City of Greenfield. Greenfield shall be subject to the following restrictions which shall be recorded as part of this plat:

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected and maintained no buildings and structures.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "drainage and utility easement poles and wires, overhead and underground, with all necessary braces, guys, anchorages and other guy, tower and water service as a part of the respective utility systems, who is granted (subject to the servient and dominant rights of the public utility), the right to use and enter the streets and lots with aerial service trucks to trim trees, cut down or remove dead and kill trees and keep trimmed any and the right is hereby granted to enter upon the lots at all times for the purpose aforesaid.

No building, and utility easement (O. & U.), subject to the plat and marked "landscape easement (i.e.)" and landscape structures and accessories with all necessary equipment for the purpose of servicing the homes constructed by the Homeowners Association for landscape purposes.

1. Drainage swales (ditches) along dedicated roadway and within the right-of-way or on dedicated written permission of the City of Greenfield. Property owners must maintain these swales as a part of utility easement (O. & U.), so that said drainage swales or ditches will be held for such utility easements (O. & U.), and the sale of property owner shall be responsible for the payment of the bill for such utility easements (O. & U.).

2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair such damage, after which time, if no action is taken, the City of Greenfield will cause the damage to be repaired at the expense of the property owner.

3. No fence, wall, hedge, or other shrub planting which obstructs sight lines, shall be placed on the property lines or property lines from the intersection of the streets right-of-way lines extended. No tree height to prevent obstruction of such sight lines.

4. The same sight limitations shall apply to any lot line within 10 feet of the intersection of the street right-of-way line with the edge of the driveway used.

5. No trees shall be planted in the road right-of-way. No trees larger than 8 inches in diameter (measured at breast height) above the ground surface) may be cut down or removed without the permission of the Architectural Control Committee.

7. The developer shall be the initial Architectural Control Committee, which Committee shall regulate the external design, appearance, and location of residences, buildings, structures, fences, etc.

8. All lots in this subdivision shall be designated as residential lots. No lot shall be further subdivided to create additional building lots. However, the Architectural Control Committee may grant a Subdivision Lot to any lot (the "Subdivision Lot") or the use and construction of a residence on a residential lot, or to allow a Subdivision Lot to be used as one (1) lot on the subdivision. No building shall be nearer to the street line than the minimum building setback lines shown on the plat.

9. All residential construction on any lot must start within one (1) year from the date of purchase. In the event construction has not been completed within said one (1) year period, Developer has the right, but not the obligation, to repossess the lot from the lot owner at the original selling price of the lot without interest or other expense.

10. All driveways shall be paved with concrete, or other all-weather surface materials as approved by the Architectural Control Committee. No gravel or stone driveways will be permitted. No additional parking will be permitted on a lot other than the existing driveway.

11. The developer will not provide any utility service to any lot or street, other than service to the main residence. Unless within an enclosed garage, no vehicle shall be parked or repositioned in any lot in this subdivision, or in any street thereupon.

12. All utility poles shall be placed such as to avoid any obstruction to views of the property owner.

13. All wiring shall be placed such that no wire shall be visible from the street.

14. No materials shall be placed on any lot near or close to any utility pole or any other pole which may obstruct views.

15. No outside lighting fixtures shall be placed on any lot near or close to any utility pole or any other pole which may obstruct views.

16. Outbuildings appearance shall be approved and constructed in accordance with the Architectural Control Committee's approval and building permits.

17. During the performance of any work, the property owner shall be notified in advance of any work to be performed.

18. All Site Plan shall be approved and accepted by the City of Greenfield.

19. All lot plans shall be submitted to the City of Greenfield.

20. No marking or signage shall be placed on any lot near or close to any utility pole or any other pole which may obstruct views.

21. No satellite dishes shall be located on any lot near or close to any utility pole or any other pole which may obstruct views.

22. Devices shall be approved and accepted by the City of Greenfield.

23. In-ground pools are allowed on any lot near or close to any utility pole or any other pole which may obstruct views.

24. No animals, except service animals, shall be kept on any lot near or close to any utility pole or any other pole which may obstruct views.

25. No pets shall be kept on any lot near or close to any utility pole or any other pole which may obstruct views.

26. All pets shall be kept on any lot near or close to any utility pole or any other pole which may obstruct views.

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31. All pets shall be kept on any lot near or close to any utility pole or any other pole which may obstruct views.
11. The streets as shown hereto with appurtenant right-of-ways, sidewalks, and street lamps, if not otherwise dedicated, are hereby dedicated to the City of Greenfield for the use and benefit of the public.

12. The minimum square footage of living space of dwellings constructed on various residential lots in the Development exclusive of porches, terraces, garages, courts, accessory buildings or basements below ground level shall contain no less than 1800 square feet of ground floor living area that higher than one-story structures shall have a minimum of 2200 square feet total living area and each dwelling shall have not less than a two car attached garage.

13. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, booth, garage, basement, or outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or commercial business of any kind will be permitted in this subdivision.

14. All structures on any lot in this subdivision shall be constructed with substantially all raw material, except used brick is acceptable, and no such structures shall be relocated or placed on any such tract unless specifically submitted and approved by the Architectural Control Committee.

15. No construction shall be commenced, nor shall any building, structure or other improvements (including, without limitation, but not limited to landscaping, fences, walls, driveways, swimming pools and walkways) be erected, installed, removed, placed or altered (including changes in exterior plans) showing the location thereof and of all improvements proposed, including driveway size and so the Architectural Control Committee with any other information and material the Architectural Control Committee may require. Such material is to be submitted in writing by the lot owner and approved in writing by the Architectural Control Committee as to the compatibility of the interior and exterior design, appearance and location of the same with existing structures in this plat and as to the conformity of the same with the intent of the covenants and restrictions set herein. All such plans and specifications for any such proposed construction or improvement shall be submitted.

16. No such plans shall be submitted, where applicable, any permits or reports required by law. All such plans shall be prepared by either a Registered Land Surveyor, Engineer or Architect (other than homeowner). The destruction of trees and vegetation and any other matter as may affect the environment and ecology of this subdivision shall be the proper concern of the Architectural Control Committee. The Architectural Control Committee shall have the sole and absolute discretion in approving or disapproving all plans and materials, as well as the design, appearance and location of the proposed building, structure or other improvements.

17. All outbuildings and their location must be approved by the Architectural Control Committee. Outbuildings shall be constructed of new materials, on a permanent foundation, and be similar in outbuildings shall be a maximum of 600 square feet. Metal outbuildings and mini-barns shall be permitted in any event.

18. During, and at the conclusion of, the period of any construction activity on a lot, the builder performing such construction shall be required to keep his construction activities confined to such lot and shall keep all streets adjacent to such lot free of materials and debris and in a clean state. Without limiting the foregoing general requirements, a builder shall keep such adjacent streets.

19. All sewerage on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the City of Greenfield and the Indiana Department of Environmental Management.

20. All lots on which construction has not been must be mowed and maintained by the lot owner. After construction, the streets, grounds and recreational equipment shall be maintained in a neat and attractive manner.

21. All satellite dishes greater than twenty-four inches (24") in diameter or any communication tower/antenna shall be allowed. Any television reception antennas shall be placed within the limits of the main residence.

22. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Architectural Control Committee.

23. In-ground swimming pools shall be placed behind the residence. Above ground pools will not be permitted.

24. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owner's premises.

25. Notwithstanding any City of Greenfield Ordinance to the contrary, fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. Chainlink fencing is not permitted. All fencing must be maintained in good condition. All privacy fencing must be of a style adopted by the Architectural Control Committee and match the color of the main residence. No fence shall be placed within the landscaping easements. All fencing shall be approved by the Architectural Control Committee.
26. The Architectural Control Committee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for mailboxes which shall be standard for all mailboxes in this subdivision. These mailboxes will be purchased by the builder and maintained by the owner.

27. The Architectural Control Committee shall require a standardized front sidewalk for each residence and shall establish a design, material, color specification and location for the sidewalk. This sidewalk will run parallel with any streets adjoining the property as shown on the recorded plat. It will be the responsibility of each builder to install this sidewalk during the building of the residence to the specifications of the City of Greenfield.

28. All homes in the subdivision shall be built by custom builders approved by the Developer. Homeowners may not build or subcontracts the building of their own home unless they are an approved custom builders. Some manufactured components maybe permitted by the Architectural Control Committee in its sole and absolute discretion. No wood foundation shall be permitted.

29. All building plans, site plans, and landscape plans shall be submitted to the Architectural Control Committee for approval at least 2 weeks prior to starting construction, and prior to applying for the building permit.

30. Fireplaces. All exterior wall chases are to be brick or other masonry material.

31. Exterior finish material. Except for Indiana Farmhouses, New England Salt Box or Colonial Architecture, seventy-five percent (75%) of the first floor shall be seventy-five percent (75%) brick except for windows, doors, garage doors, gables and areas above the first story roof. The exterior finish material must be approved by the Architectural Control Committee. No aluminum or vinyl siding shall be permitted.

32. Windows. Wood windows are required on all homes. Wood windows with vinyl or aluminum cladding may be permitted by the Architectural Control Committee in its sole and absolute discretion.

33. Minimum landscape requirement (unless variance is approved by the Architectural Control Committee). Trees: three (3) two inch or larger diameter trees will be required to be planted in the front yard of each residence. Species are as follows:

   One (1) flowering
   One (1) pine
   One (1) selection by purchaser

34. Each lot owner by virtue of the purchase of a lot is a member of the Trails Homeowners Association and shall be bound by the terms outlined in the said Homeowners Association By-Laws and Covenants.

35. All water systems in this subdivision are to be in compliance with the regulations or procedures by the Indiana Department of Health or other civil authority having jurisdiction.

36. No fuel storage tanks in this subdivision shall be permitted.

37. Every one of the restrictions herein declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect on the validity, unenforceability or running quality of any other one of the restrictions.

The foregoing covenants are to run with the land and shall be binding on all parties and all personal claiming under them until January 1, 2024 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or recorded, in whole or in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to the several owners of the several lots in this subdivision and to their heirs and assigns. The cost of the enforcement of any violation of these covenants, including any reasonable expenses and attorneys fees, shall be paid by any owner of any lot found to be in violation of these covenants.

We, GREENFIELD LAND CO., LLC, do hereby certify that we are the owners of the property described in the above conveyance and that as such owner, we have caused the said above described property to be appraised and subdivided as shown on the herein drawn plat, as our own free and voluntary act and will.

BY:
DANIEL W. MIZE, vice president

STATE OF INDIANA)
COUNTY OF HANCOCK)

I, JESSICA S. SEAGLE, a notary public in and for said County and State, do hereby certify that DANIEL W. MIZE is personally known to me to be the same person whose name is subscribed to the above certificate as his own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 5th day of NOV, 2004.

Notary Public
Resident of Hancock County
Printed Name: JESSICA S. SEAGLE

DULY ENTERED
FOR TAXATION

TAXES CURRENT
AS OF

015-5080701

Auditor of Hancock County

THIS INSTRUMENT PREPARED BY GIBSON SURVEYING GROUP