1. Front and side yard building setback lines are hereby established as shown on the plot, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

2. There are strips of ground as shown on this plot and marked "Utility Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or temporary structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of public utilities.

3. Areas shown on the plot and marked as "Drainage Easement" shall be reserved for the installation and maintenance of storm sewer structures and subject at all times to proper City and/or County authorities and the easement herein reserved. These areas shall be maintained free of weeds, trash, or other obstruction by the homeowner or Homeowner's Association. No swimming pools shall be constructed in areas reserved for easements.

4. All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

5. Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

6. The ground floor area of the main structure, exclusive of any story open porches and garages, shall be less than twenty-two hundred (2200) square feet in the case of a one story structure, not less than twelve hundred (1200) square feet in the case of a multi-story structure, provided no structure of more than one story shall have less than an aggregate of twenty-two hundred (2200) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two-car size.

7. No trailer, tent, shack, attached shed, basement, garage, barn, or other out-building or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision.

8. No fence shall be erected in this subdivision between the building line and the property line of the streets as shown on the plot, except with the approval of the Developer, which fence shall not exceed 42 inches in height and shall be of a decorative nature. No chain-link fences shall be erected on a lot if it would be visible from the street.

9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a roadway or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. No building structure shall be erected closer to the side of any lot than seven (7) feet. Where buildings are erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

11. No structure in this subdivision, without special approval from the Developer, shall exceed two and one-half (2-1/2) stories or twenty-five (25) feet in height measured from finished grade to the underside of the eave line, and no structure other than an open porch shall be erected between the building line as designated on the plot and the property line of the street.

12. No boat, trailer, or camper of any kind (including but not in limitation thereof, house trailers, camping trailers, or boat trailers), or any disabled vehicles shall be kept or parked on any lot except within a garage or other approved structure.

13. No building plot in this subdivision shall have an existing structure or its heirs in trust, or a representative.

14. If the Developer shall cause an amendment to the Declaration of this subdivision, an existing structure or its heirs in trust, or a representative.

15. In the event another lot, or a portion thereof, is not sold, said lot and the specific drainage features of the Development shall be sold.


17. Noxious carried out or done therein.

18. No animal raised, bred, or domesticated.

19. All lot on at least one yard.

20. No lot in a "drum" shall be burned.

21. It shall be the lot free of vegetation.

22. The forementioned and other restrictions shall apply to any lot within the development.

23. The right of the Developer, and his assignees, is hereby reserved to make any and all changes and modifications to the development.
22. The foregoing covenants and restrictions are to 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 of this plat, 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 buildings covered by these covenants and restrictions, in whole or in part. Invalidation of any one of the foregoing covenants and restrictions, by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

23. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, or any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

24. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-A0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

PLAT COVENANTS AND RESTRICTIC
WASHINGTON WOODS RESUBDIVIS

Cornerstone Surveys, Inc.
1200 N. Shadeland Ave. Suite 211
Indianapolis, Indiana 46214
317-359-2171 FAX: 359-2175

DATE DRAWN BY CK
04/23/96 LRC

REVISIONS