Subdivision Covenants and Restrictions

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REAL ESTATE RESTRICTIONS AND PROTECTIVE COVENANTS

FOR WESTMINSTER ESTATES, SECTION I

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes, nor shall any lot be subdivided. No buildings shall be erected, altered, placed or parceled to result on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than four cars.

2. ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and the complete plot plan have been approved by the Building Committee, as to the quality and type of materials and workmanship, and harmony in external design with existing structures. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 3,500 square feet for a one-story dwelling, nor less than 5,000 square feet for a dwelling of more than one story. All houses of more than one story shall have a minimum of 1,500 square feet of living area.

3. BUILDING LOCATION

No building shall be located on any lot nearer to the street line, or nearer to the side street line than the setback line shown on the recorded plat. No building shall be located nearer than 50 feet to an interior lot line. For the purpose of this provision, a garage and open porches shall not be considered as part of the building, provided however, that this shall not be construed to prevent any portion of any building on any lot to adjoin upon any other lot.

4. DRAINAGE AND UTILITY LINES

Drainage and utility easements are established for public utilities, for the installation of gas, electric, and telephone lines, for drainage and sanitary sewers, for drainage, appurtenant additions, and access to public surface water drainage. The property owner shall protect, maintain, and keep the drainage and utility lines clear of obstruction. All areas shown as public easements are subject to condemnation for necessary public utility improvements for the benefit of the property owners.
6. MISHANDEAN

No nuisance or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time at a residence, either permanently or temporarily.

8. LIVESTOCK

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except fowls, pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes, and do not create or constitute a nuisance.

9. GARBAGE AND REFUSE DISPOSAL

No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers. All incinerators, or equipment for disposal or storage of such materials shall be kept clean and sanitary, and shall not be used so as to create an offensive sight or odor.

10. WATER SUPPLY

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Board of Health and the Hendricks County Board of Health. Approval of such systems, as installed, shall be obtained from such authorities. In the future public water facilities are made available to lot owners in this subdivision, each owner therein shall attach to such facilities within two years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

11. 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 of all State and County health authorities. If in the future public sewage disposal facilities are made available to lot owners in this subdivision, each owner therein shall attach to such facilities within two years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

12. STORAGE TANKS

Oil or gas storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.

13. SIGNS

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

14. BUILDING COMMITTEE

The Building Committee shall be composed of Robert E. Leonard, William J. Hoxom, and Janet K. Wait, or their successors. In the event of the death of one of the said members the remaining members shall have the right to appoint the heirs of the deceased member, to appoint a successor to the deceased member. The Committee's approval, or disapproval, as required in these covenants shall be in writing. In the event that said written approval is not received from the committee within 15 days from the date of submission, it shall be deemed that the committee has disapproved the presented plans.

15. 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 twenty-five (25) 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.

16. ENFORCEMENT

If the parties hereto, or any of them, their heirs, or assignees 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.

17. SEVERABILITY

In validation 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.

THE UNDERSIGNED, Robert E. Leonard, President, WIR Corporation, an owner and proprietor of Westwind Estates, Section 1, in Hendricks County, Indiana, do hereby this indenture, restrict and covenant the lots in said subdivision to itself and its grantees, assigns, successors, heirs or legal representatives, and to any person, persons, corporation, banks, association and/or anyone who may obtain title to said lots, as to the above terms, restrictions and covenants.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 3rd day of April, 1972.

[Signature]

Robert E. Leonard, President

WIR CORPORATION

STATE OF INDIANA
COUNTY OF

Before me, the undersigned, a Notary Public within and for said County and State, personally appeared Robert E. Leonard, President, WIR CORPORATION, as owner and proprietor of the above described subdivision, acknowledged the execution of the above and foregoing Real Estate Restrictions and Protective Covenants as his Voluntary Act and Deed.

Witness My Hand and Notarial Seal, this 3rd day of April, 1972.

[Signature]

Notary Public

By Commission Expires: September 17, 1974

ENTERED FOR RECORD

IN THE HENDRICKS SUPERIOR COURT
ANNUAL TERM 1
AUG 6 1971
IN OPEN COURT

FINAL DECREES ALLOWING FINAL ACCOUNT, DETERMINING HEIRSHIP, AUTHORIZING DISTRIBUTION, APPROVING DISTRIBUTION, AND DISCHARGING PERSONAL REPRESENTATIVE

The cause came on to be heard this day of August, 1971.

The final account and petition to set the estate of Arthur Mantrum, deceased, was submitted to the Court.

The court finds that Arthur Mantrum was the personal representative of the estate of Arthur Mantrum, deceased.

The court has considered the account and petition, and finds that the personal representative has paid all sums due from the estate of Arthur Mantrum to the persons entitled thereto, and that the estate is fully settled.

The court hereby discharges the personal representative of any further liability on the estate of Arthur Mantrum.

IN THE MATTER OF THE ESTATE OF

Arthur Mantrum, deceased

Estate No. 69-15

ALAN M. MANTRUM and WILMA J. WOOD

As personal representatives, the estate of Arthur Mantrum, deceased, which account and petition are in the following words and figures, pursuant to the Acts of 1911.

No objections having been filed thereto, the Court being fully advised in the premises, now finds:

1. Due notice of the filing of said account and petition and of the hearing on the same were given to all of the heirs of said decedent and all persons interested in said estate, and the same are now properly before the Court for final action thereon.

2. That the matters and things stated in said account and petition and affidavit of heirship are true and said personal representative has accounted for all assets of this estate coming into the hands of said personal representative.